

City of Pittsburg, Kansas
Commission Meeting Agenda
Tuesday, August 11, 2026
5:30 p.m.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 11, 2026
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input

CONSENT AGENDA (ROLL CALL VOTE):

- a. Approval of the July 28th, 2026, City Commission Meeting minutes.
- b. Approval of staff recommendation to award the bid for the Tree Removal Project to Wichita Tree Service, of Wichita, Kansas, in the amount of \$89,415.00, and authorize the Mayor and City Clerk to sign the contract documents once prepared.
- c. Approval of staff recommendation to award the Pre-Construction Engineering and Project Management Contract for the Free King Highway and Atkinson Intersection Project to OWN Engineering, of Pittsburg, Kansas, based on the Selection Committee's recommendation, and authorize the Mayor and City Clerk to execute the contract documents once prepared.
- d. Approval of staff recommendation to award the Pre-Construction Engineering and Project Management Contract for the Free King Highway and Quincy Intersection Project to CFS Engineering, of Topeka, Kansas, based on the Selection Committee's recommendation, and authorize the Mayor and City Clerk to execute the contract documents once prepared.
- e. Approval of the Appropriation Ordinance for the period ending August 11th, 2026, subject to the release of HUD expenditures when funds are received.

CONSIDER THE FOLLOWING:

- a. RESOLUTION NO. 1305 – Approval of Resolution No. 1305, authorizing the redemption and defeasance of the outstanding taxable General Obligation Bonds, Series 2025-A of The City of Pittsburg, Kansas; and authorizing certain actions to be taken in conjunction therewith. **Approve or disapprove Resolution No. 1305 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- b. VARIANCE – RADELL UNDERGROUND, INC. – 1200 WEST 4TH STREET - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by Radell Underground, Inc., for a floodway variance at 1200 West 4th Street to allow the construction of a storage building, as well as a future building expansion. **Approve or disapprove the recommendation.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 11, 2026
5:30 PM

- c. FIRE DEPARTMENT SOFTWARE PURCHASE - Consider Fire Department staff recommendation to waive the competitive bidding process and to purchase and implement the First Due Records Management System at a first-year cost of \$32,300.05, to be funded through the Public Safety Sales Tax. **Approve or disapprove the recommendation.**
- d. 2027 BUDGET – Review and discuss the proposed 2027 Budget. **Take that action deemed appropriate.**

NON-AGENDA REPORTS AND REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 28, 2026

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, July 28, 2026, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Stu Hite, D.J. Perry and Ron Seglie.

FLAG SALUTE - Mayor Munsell led the flag salute.

INVOCATION – President of the Board D.J. Perry provided an invocation.

PUBLIC INPUT – Roger Lomshek, 1147 South 220th Street, asked if the amount of property tax paid by the citizens of Pittsburg would be reduced in the 2027 budget, when compared to the 2026 budget.

APPROVAL OF MINUTES – On motion of Hite, seconded by Brooks, the Governing Body approved the July 14th, 2026, City Commission Meeting minutes as presented. Motion carried.

CEREAL MALT BEVERAGE LICENSE – On motion of Hite, seconded by Brooks, the Governing Body approved the application submitted by Harold Leroy Smith for a Cereal Malt Beverage License for the annual celebration to honor the life of Brandon Smith to be held at the Frisco Event Center (210 East 4th Street) from 4:00 p.m. until 11:00 p.m. on Saturday, August 8, 2026, and authorized the City Clerk to issue the license. Motion carried.

TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM APPLICATION - On motion of Hite, seconded by Brooks, the Governing Body authorized staff to submit an application to the Kansas Housing Resources Corporation's (KHRC) Tenant Based Rental Assistance (TBRA) program for a grant in the amount of \$150,000 to be used to provide an estimated 210 extremely low income households with assistance equal to one month's rent, up to a maximum of \$900 per household, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

CHANGE ORDER NO. 2 – ATKINSON MUNICIPAL AIRPORT PROJECT – On motion of Hite, seconded by Brooks, the Governing Body approved Change Order No. 2 for the Reconstruction of the Partial Parallel Taxiway, Reconstruction of the City Hangar Taxilane, Connector Taxiway Crack Repair and Surface Treatment Project at the Atkinson Municipal Airport to add an additional five (5) working days to the allowable construction contract time, at no cost to the City, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Hite, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending July 28th, 2026, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, Munsell, Perry and Seglie. Motion carried.

OFFICIAL MINUTES
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July 28, 2026

EMERGENCY SOLUTIONS GRANT (ESG) ACCEPTANCE – On motion of Perry, seconded by Brooks, the Governing Body accepted an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of \$106,525.00 to support homeless services within our community, for the grant period of July 1, 2026, through September 30, 2027, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

IMA – Representatives from IMA presented the mid-year health plan update.

PATHWAYS TO HOPE – Pathways to Hope representatives Sarah Elnicki, Tessa Moody, Bryan Dyson, and Kaylynn Hite provided an update on the program.

CITY MANAGER'S SUBMITTED BUDGET - City Manager Daron Hall presented the City Manager's Submitted Budget for 2027. President of the Board D.J. Perry requested that in the future, the City Manager's Submitted Budget be provided to the Governing Body members a week prior to the City Commission meeting where the budget is presented. It was the consensus of the Governing Body to begin discussion of the 2027 budget during the August 11, 2026, City Commission Meeting.

HITE LAW, LLC PROJECT – On motion of Perry, seconded by Brooks, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to allocate up to \$40,000 from the Revolving Loan Fund (RLF) to support the request from Hite Law, LLC, to renovate the property located at 919 North Broadway. Motion carried with Hite abstaining.

EAGLEPICHER TECHNOLOGIES, LLC – FINAL CHANGE ORDER NO. 2 – On motion of Seglie, seconded by Hite, the Governing Body approved staff recommendation to accept Final Change Order No. 2 for the EaglePicher Technologies, LLC Project, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

EAGLEPICHER TECHNOLOGIES, LLC – FINAL PAY APPLICATION – On motion of Hite, seconded by Brooks, the Governing Body accepted the Final Pay Application for the EaglePicher Technologies, LLC Project, and released any retainage, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

EAGLEPICHER TECHNOLOGIES, LLC - PURCHASE AGREEMENT – On motion of Brooks, seconded by Hite, the Governing Body approved the Purchase Agreement between the City of Pittsburg and EaglePicher Technologies, LLC, and the related Municipal Warranty Deed, and authorized the Mayor to sign the Purchase Agreement and Municipal Warranty Deed on behalf of the City, and authorize the City Manager to take all further action and to sign all documents necessary to close the sale. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 28, 2026

MAMMOTH SPORTS CONSTRUCTION, LLC AGREEMENT ADDENDUM – On motion of Hite, seconded by Perry, the Governing Body approved an Addendum to the agreement with Mammoth Sports Construction, LLC, to add additional scopes of work and to modify the payment terms of the Agreement, and authorized the Mayor to sign the Addendum on behalf of the City. Motion carried.

EXECUTIVE SESSION - On motion of Perry, seconded by Seglie, the Governing Body recessed into Executive Session for thirty minutes to discuss the confidential affairs of a corporation pursuant to K.S.A. 75-4319(b)(4), to discuss confidential corporate affairs, with the meeting to resume in the City Commission Room in thirty minutes. Motion carried.

The Governing Body recessed into Executive Session at 7:38 p.m.

The Governing Body reconvened into Regular Session at 8:08 p.m. Absent: Hite and Seglie.

Mayor Munsell announced that no decisions were made and no votes were taken during the Executive Session. Absent: Hite and Seglie.

EXECUTIVE SESSION - On motion of Brooks, seconded by Perry, the Governing Body recessed into Executive Session for thirty minutes to discuss the confidential affairs of a corporation pursuant to K.S.A. 75-4319(b)(4), to discuss confidential corporate affairs, with the meeting to resume in the City Commission Room in thirty minutes. Motion carried. Absent: Hite and Seglie.

The Governing Body recessed into Executive Session at 8:08 p.m.

The Governing Body reconvened into Regular Session at 8:38 p.m.

Mayor Munsell announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT - On motion of Perry, seconded by Brooks, the Governing Body adjourned the meeting at 8:38 p.m. Motion carried.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 3, 2026

SUBJECT: Agenda Item – August 13th 2024
DISPOSITION OF BIDS
Tree Removal Project

Bids were received on Tuesday, June 30th, 2026, for the removal of approximately 142 trees located at designated intersections and along roadways in the city's right of ways.

A total of six (6) bids were received. After reviewing the bids received, City staff is recommending that the bid be awarded to, Wichita Tree Service, of Wichita KS in the amount of \$89,415.00.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11th, 2026. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder above and, if approved, allow the Mayor and City Clerk to execute the contract documents once prepared.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Bid Tabulation



The City of Pittsburg, Kansas
Recapitulation of Bids – Tree Removal Project
Tuesday, June 30th, 2026 - 2:00 p.m.

Name and Address of Bidder	Lump Sum Price
Wichita Tree Service	\$89,415
James Tree Service	\$106,150
Arbor Masters	\$154,000
Michaels Tree & Loader Services	\$156,478
Jasco Tree Service	\$167,800
CTC	\$189,500

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 3, 2026

SUBJECT: Agenda Item – August 11th 2026
Engineering Services Contract for Free Kings Highway and Atkinson
Intersection Improvement

Request for Qualifications for Pre-Engineering and Project Management services for the Free Kings Highway and Atkinson Intersection Improvements project was received on June 30th 2026. The city received a total of 3 proposals from Engineering firms. The selection committee reviewed the proposals and met on Wednesday, July 15th, 2026. After reviewing the proposals, based on a number of factors, staff is recommending that the contract for the above referenced intersection be awarded to OWN Engineering of Pittsburg KS.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11th, 2026. The action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared.

If you have any questions concerning this matter, please do not hesitate to contact me

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 3, 2026

SUBJECT: Agenda Item – August 11th 2026
Engineering Services Contract for Free Kings Highway and Quincy
Intersection Improvement

Request for Qualifications for Pre-Engineering and Project Management services for the Free Kings Highway and Quincy Intersection Improvements project was received on June 30th 2026. The city received a total of 3 proposals from Engineering firms. The selection committee reviewed the proposals and met on Wednesday, July 15th, 2026. After reviewing the proposals, based on a number of factors, staff is recommending that the contract for the above referenced intersection be awarded to CFS Engineering of Topeka KS.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11th, 2026. The action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared.

If you have any questions concerning this matter, please do not hesitate to contact me

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9070	BRANCO ENTERPRISES, INC.							
9070	BRANCO ENTERPRISES, INC.							
C-CHECK	BRANCO ENTERPRISES, INC.VOIDED	V	7/23/2026			200061		1,166,500.00CR
9097	CROSSLAND HEAVY CONTRACTORS, I							
9097	CROSSLAND HEAVY CONTRACTORS, I							
C-CHECK	CROSSLAND HEAVY CONTRACTVOIDED	V	7/23/2026			200064		3,003,657.51CR
C-CHECK	VOID CHECK	V	7/23/2026			200074		
C-CHECK	VOID CHECK	V	7/23/2026			200081		
C-CHECK	VOID CHECK	V	7/23/2026			200082		
C-CHECK	VOID CHECK	V	7/23/2026			200083		
C-CHECK	VOID CHECK	V	7/23/2026			200084		
C-CHECK	VOID CHECK	V	7/23/2026			200085		
C-CHECK	VOID CHECK	V	7/23/2026			200086		
C-CHECK	VOID CHECK	V	7/23/2026			200087		
C-CHECK	VOID CHECK	V	7/23/2026			200088		
C-CHECK	VOID CHECK	V	7/29/2026			200668		
C-CHECK	VOID CHECK	V	7/29/2026			200669		
C-CHECK	VOID CHECK	V	7/29/2026			200675		

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0		0.00	0.00	0.00
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	14	VOID DEBITS	0.00		
		VOID CREDITS	4,170,157.51CR	4,170,157.51CR	0.00
TOTAL ERRORS:	0				

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	14		4,170,157.51CR	0.00	0.00
BANK: * TOTALS:	14		4,170,157.51CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3079	COMMERCE BANK	D	7/28/2026			000000		70,159.16
0748	CONRAD FIRE EQUIPMENT	E	7/24/2026			030449		1,920.00
1478	KANSASLAND TIRE #1828	E	7/24/2026			030450		21.00
6528	GALE GROUP/CENGAGE	E	7/24/2026			030451		328.79
8202	PETROLEUM TRADERS CORPORATION	E	7/24/2026			030452		31,161.50
8467	WASTE CORPORATION OF KANSAS, L	E	7/24/2026			030453		152.32
8528	SARANN AUTO LEASING, INC.	E	7/24/2026			030454		2,553.00
8900	CRAWFORD COUNTY ABSTRACT COMPA	E	7/24/2026			030455		330.00
8988	R.N.O.W. INC.	E	7/24/2026			030456		25,565.04
9008	SERRMI PRODUCTS LLC	E	7/24/2026			030457		7,950.00
9032	CUSTOM PLAY SYSTEMS, INC	E	7/24/2026			030458		8,970.00
9123	OWN, INC.	E	7/24/2026			030459		2,300.00
9141	LIUDAH, AARON	E	7/24/2026			030460		250.00
9197	SWINDOLL, JANZEN, HAWK & LLOYD	E	7/24/2026			030461		3,150.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	7/24/2026			030462		1,543.98
0046	ETTINGERS OFFICE SUPPLY	E	7/24/2026			030463		44.61
0054	JOPLIN SUPPLY COMPANY	E	7/24/2026			030464		672.30
0055	JOHN'S SPORT CENTER, INC.	E	7/24/2026			030465		614.93
0087	FORMS ONE, LLC	E	7/24/2026			030466		534.37
0112	MARRONES INC	E	7/24/2026			030467		10.09
0133	JIM RADELL CONSTRUCTION COMPAN	E	7/24/2026			030468		13,634.70
0272	BO'S 1 STOP INC	E	7/24/2026			030469		343.45

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0276	JOE SMITH COMPANY, INC.	E	7/24/2026			030470		692.32
0286	R & R PRODUCTS INC	E	7/24/2026			030471		669.55
0317	KUNSHEK CHAT & COAL CO, INC.	E	7/24/2026			030472		13,363.56
0335	CUSTOM AWARDS, LLC	E	7/24/2026			030473		450.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	7/24/2026			030474		6,600.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	7/24/2026			030475		495.80
0577	KANSAS GAS SERVICE	E	7/24/2026			030476		151.46
0659	PAYNES INC	E	7/24/2026			030477		279.74
0709	PURVIS INDUSTRIES LLC	E	7/24/2026			030478		536.11
0746	CDL ELECTRIC COMPANY INC	E	7/24/2026			030479		433.75
1030	FREDDY VAN'S INC	E	7/24/2026			030480		7,800.00
1141	THE G W VAN KEPPEL COMPANY	E	7/24/2026			030481		852.59
1299	STRUKELE ELECTRIC INC	E	7/24/2026			030482		568.69
1792	B&L WATERWORKS SUPPLY, LLC	E	7/24/2026			030483		2,442.52
2825	STATE OF KANSAS	E	7/24/2026			030484		534.76
2960	PACE ANALYTICAL SERVICES LLC	E	7/24/2026			030485		5,772.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	7/24/2026			030486		476.80
3261	PITTSBURG AUTO GLASS	E	7/24/2026			030487		300.00
4307	HENRY KRAFT, INC.	E	7/24/2026			030488		409.75
5014	MID-AMERICA SANITATION INC.	E	7/24/2026			030489		425.00
5049	CRH COFFEE INC	E	7/24/2026			030490		65.05
5275	US LIME COMPANY-ST CLAIR	E	7/24/2026			030491		24,020.23

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5855	STERICYCLE, INC.	E	7/24/2026			030492		163.68
6577	GREENSPRO INC	E	7/24/2026			030493		242.50
7023	BLEVINS ASPHALT CONSTRUCTION C	E	7/24/2026			030494		3,610.38
7038	SIGNET COFFEE ROASTERS	E	7/24/2026			030495		175.50
7240	JAY HATFIELD CERTIFIED USED CA	E	7/24/2026			030496		358.77
7427	OLSSON INC	E	7/24/2026			030497		920.00
7480	RODGER PETRAIT	E	7/24/2026			030498		100.00
7839	VISION SERVICE PLAN INSURANCE	E	7/24/2026			030499		2,502.42
8339	TEDDER INDUSTRIES, LLC	E	7/24/2026			030500		1,313.30
8457	PENSKE COMMERCIAL VEHICLES US,	E	7/24/2026			030501		113.26
8830	SHANHOLTZER TRANSPORTATION LLC	E	7/24/2026			030502		875.00
8879	DEREK MCNAUGHT	E	7/24/2026			030503		225.00
9182	CEE KAY SUPPLY, INC	E	7/24/2026			030504		8,840.98
9211	BELTRAN III, DANIEL	E	7/24/2026			030505		150.00
9208	YATES, TIMOTHY	E	7/30/2026			030544		53,534.82
0133	JIM RADELL CONSTRUCTION COMPAN	E	7/30/2026			030545		6,643.35
1141	THE G W VAN KEPPEL COMPANY	E	7/30/2026			030546		9,425.49
6154	4 STATE MAINTENANCE SUPPLY INC	R	7/23/2026			200059		135.86
0516	AMERICAN CONCRETE CO INC	R	7/23/2026			200060		2,113.50
9070	BRANCO ENTERPRISES, INC.	V	7/23/2026			200061		1,166,500.00
9070	BRANCO ENTERPRISES, INC.							
9070	BRANCO ENTERPRISES, INC.							
M-CHECK	BRANCO ENTERPRISES, INC.VOIDED	V	7/23/2026			200061		1,166,500.00CR

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6545	CENTER POINT INC	R	7/23/2026			200062		214.97
5759	COMMUNITY HEALTH CENTER OF SEK	R	7/23/2026			200063		38,166.39
9097	CROSSLAND HEAVY CONTRACTORS, I	V	7/23/2026			200064		3,003,657.51
9097	CROSSLAND HEAVY CONTRACTORS, I							
9097	CROSSLAND HEAVY CONTRACTORS, I							
M-CHECK	CROSSLAND HEAVY CONTRACTVOIDED	V	7/23/2026			200064		3,003,657.51CR
9072	CRYSTAL L THOMPSON	R	7/23/2026			200065		365.00
0375	WICHITA WATER CONDITIONING	R	7/23/2026			200066		30.00
7493	EMERY SAPP & SONS INC	R	7/23/2026			200067		67,717.76
8430	EQUIPMENTSHARE.COM, INC	R	7/23/2026			200068		943.40
1108	EVERGY KANSAS CENTRAL INC	R	7/23/2026			200069		376.37
9069	JON JONES	R	7/23/2026			200070		3,475.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	7/23/2026			200071		381.92
1	MARTINEZ, RENE	R	7/23/2026			200072		350.00
8505	PITTSBURG PUBLISHING COMPANY,	R	7/23/2026			200073		834.00
0187	PITTSBURG ROTARY CLUB	R	7/23/2026			200075		1,800.00
1	SCHIRK, ALYSSA	R	7/23/2026			200076		8.98
1	STEPHENS, KENNY	R	7/23/2026			200077		3,888.63
1	TAYLOR, RUSSEL	R	7/23/2026			200078		10.00
1	UNIQUE METAL FABRICATION	R	7/23/2026			200079		7,459.36
5589	CELLCO PARTNERSHIP	R	7/23/2026			200080		19,633.07
7806	CORE & MAIN LP	R	7/29/2026			200090		11,500.00
1	ENAYATI, AHMAD	R	7/27/2026			200654		46.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:	21			4,329,608.52		0.00		159,451.01
HAND CHECKS:	0			0.00		0.00		0.00
DRAFTS:	1			70,159.16		0.00		70,159.16
EFT:	60			258,584.21		0.00		258,584.21
NON CHECKS:	0			0.00		0.00		0.00
VOID CHECKS:	2	VOID DEBITS	0.00					
		VOID CREDITS	4,170,157.51CR	4,170,157.51CR		0.00		

TOTAL ERRORS: 0

	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	84			488,194.38		0.00		488,194.38
BANK: 80144 TOTALS:	84			488,194.38		0.00		488,194.38

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	7/28/2026			000000		15,001.41
0321	KP&F	D	7/31/2026			000000		62,632.86
0728	ICMA	D	7/31/2026			000000		1,871.56
1050	KPERS	D	7/31/2026			000000		63,022.57
4520	ETS CORPORATION	D	8/03/2026			000000		20,884.20
6415	GREAT WEST TANDEM KPERS 457	D	7/31/2026			000000		7,651.00
7279	CLAYTON HOLDINGS, LLC	D	7/23/2026			000000		331,897.76
7290	DELTA DENTAL OF KANSAS INC	D	7/31/2026			000000		2,269.60
8526	HEALTH PLANS, INC	D	7/24/2026			000000		117,246.41
8526	HEALTH PLANS, INC	D	7/31/2026			000000		41,348.14
8868	IMA INC DIVERSIFIED INSURANCE	D	7/20/2026			000000		16,529.46
8868	IMA INC DIVERSIFIED INSURANCE	D	7/31/2026			000000		34,702.75
0551	A-7 AUSTIN, LTD	E	7/30/2026			030506		156.49
1478	KANSASLAND TIRE #1828	E	7/30/2026			030507		21.00
8205	MRI SOFTWARE LLC	E	7/30/2026			030508		659.48
8236	NORTHGATE ASSOCIATES LLC	E	7/30/2026			030509		7,704.18
8712	ALLEN, GIBBS, & HOULIK, LLC	E	7/30/2026			030510		4,815.00
8775	PITTSBURG INVESTORS, LLC	E	7/30/2026			030511		13,280.33
8882	FIRST RESPONDER OUTFITTERS, IN	E	7/30/2026			030512		469.40
8951	TANYA SMITH	E	7/30/2026			030513		5.00
8995	NORTH AMERICA FIRE EQUIPMENT C	E	7/30/2026			030514		381.81
9098	BECKER, PAIGE	E	7/30/2026			030515		16.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9240	WILSON RISK PARTNERS, INC.	E	7/30/2026			030516		200.00
0046	ETTINGERS OFFICE SUPPLY	E	7/30/2026			030517		353.99
0055	JOHN'S SPORT CENTER, INC.	E	7/30/2026			030518		300.00
0101	BUG-A-WAY INC	E	7/30/2026			030519		30.00
0112	MARRONES INC	E	7/30/2026			030520		38.35
0199	KIRKLAND WELDING SUPPLIES	E	7/30/2026			030521		36.00
0276	JOE SMITH COMPANY, INC.	E	7/30/2026			030522		46.86
0294	COPY PRODUCTS, INC.	E	7/30/2026			030523		1,112.86
0335	CUSTOM AWARDS, LLC	E	7/30/2026			030524		6.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	7/30/2026			030525		6,500.00
0534	TYLER TECHNOLOGIES INC	E	7/30/2026			030526		3,720.00
0577	KANSAS GAS SERVICE	E	7/30/2026			030527		2,762.68
1792	B&L WATERWORKS SUPPLY, LLC	E	7/30/2026			030528		5,147.43
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/30/2026			030529		2,109.39
33571	LARRY'S DIESEL REPAIR LLC	E	7/30/2026			030530		1,604.21
5855	STERICYCLE, INC.	E	7/30/2026			030531		216.99
6595	AMAZON.COM, INC	E	7/30/2026			030532		39,004.36
7151	QUADIENT FINANCE USA INC	E	7/30/2026			030533		1,300.00
7427	OLSSON INC	E	7/30/2026			030534		82,460.00
7749	CHARLIE PHILLIPS	E	7/30/2026			030535		80.00
7940	JOHN D BOZICH	E	7/30/2026			030536		6.00
8103	ANDY ROBERTS	E	7/30/2026			030537		39.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8535	HEALTH PLANS, INC	E	7/30/2026			030538		62,895.72
9138	GATES, KYLI RAE	E	7/30/2026			030539		6.00
9238	BADEN, FATIMAH	E	7/30/2026			030540		2.00
9243	MEIN, CODY	E	7/30/2026			030541		1,350.00
9254	SCHROEDER, CHARLYN	E	7/30/2026			030542		1.00
9261	GARCIA, PERLA	E	7/30/2026			030543		6.00
9070	BRANCO ENTERPRISES, INC.	R	7/23/2026			200651		1,166,500.00
9097	CROSSLAND HEAVY CONTRACTORS, I	R	7/23/2026			200652		3,003,657.51
9259	KANSAS AGRICULTURE & RURAL LEA	R	7/23/2026			200653		2,550.00
1	ENAYATI, AHMAD	R	7/27/2026			200655		46.80
8844	100 NORTH PINE LLC	R	7/29/2026			200656		2,600.00
5561	AT&T MOBILITY	R	7/29/2026			200657		151.95
1	BOLLINGER, MARK & MARTA	R	7/29/2026			200658		1,390.00
9070	BRANCO ENTERPRISES, INC.	R	7/29/2026			200659		217,241.00
1	CALDWELL, GAIL	R	7/29/2026			200660		1,204.80
8755	CAROL GOOD	R	7/29/2026			200661		62.00
5283	CLASS LTD	R	7/29/2026			200662		194.15
4263	COX COMMUNICATIONS KANSAS LLC	R	7/29/2026			200663		110.20
1	CRAWFORD CO FF ASSOC	R	7/29/2026			200664		275.00
9072	CRYSTAL L THOMPSON	R	7/29/2026			200665		285.00
9260	DUNLAP, TAMMY	R	7/29/2026			200666		16.00
1108	EVERGY KANSAS CENTRAL INC	R	7/29/2026			200667		114,425.22

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6620	FLEET PRIDE INC	R	7/29/2026			200670		583.23
9173	FIRE-DEX INC.	R	7/29/2026			200671		326.14
1	GOODWIN, BILL	R	7/29/2026			200672		50.00
1	HARRIS, JAMES	R	7/29/2026			200673		50.00
0194	KANSAS STATE TREASURER	R	7/29/2026			200674	2,349,581.24	
8768	MARK MCATEE	R	7/29/2026			200676		730.00
0188	SECRETARY OF STATE	R	7/29/2026			200677		25.00
0188	SECRETARY OF STATE	R	7/29/2026			200678		25.00
7576	SEK URGENT CARE, LLC	R	7/29/2026			200679		35.00
1	TONEY, GUNNER	R	7/29/2026			200680		3,085.83
6260	TRANE	R	7/29/2026			200681		935.87
8966	TIMOTHY FOXWELL	R	7/31/2026			200682		1,500.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	28	6,867,636.94	0.00	6,867,636.94
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	715,057.72	0.00	715,057.72
EFT:	38	238,843.53	0.00	238,843.53
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 9901 TOTALS:	78	7,821,538.19	0.00	7,821,538.19
BANK: 9901 TOTALS:	78	7,821,538.19	0.00	7,821,538.19

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	EVERGY KANSAS CENTRAL INC. (HA	R	8/03/2026			200689		93.00

* * T O T A L S * *		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1	93.00		0.00	93.00
HAND CHECKS:		0	0.00		0.00	0.00
DRAFTS:		0	0.00		0.00	0.00
EFT:		0	0.00		0.00	0.00
NON CHECKS:		0	0.00		0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00				
	VOID CREDITS	0.00	0.00		0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99	BANK: FYIGNTOTALS:	1	93.00		0.00	93.00
BANK: FYIGN	TOTALS:	1	93.00		0.00	93.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	EVERGY KANSAS CENTRAL INC. (HA	R	8/03/2026			200683		796.00
9250	JOPLIN HOUSING AUTHORITY	R	8/03/2026			200684		2,909.11
9220	PITTSBURG HIGHLANDS, LP	R	8/03/2026			200685		1,498.00
8427	RENT-MOORE LLC	R	8/03/2026			200686		1,726.00
0472	LARRY SPRESSER	R	8/03/2026			200687		434.00

* * T O T A L S * *		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		5	7,363.11		0.00	7,363.11
HAND CHECKS:		0	0.00		0.00	0.00
DRAFTS:		0	0.00		0.00	0.00
EFT:		0	0.00		0.00	0.00
NON CHECKS:		0	0.00		0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00			
	VOID CREDITS		0.00	0.00	0.00	
TOTAL ERRORS: 0						

		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99	BANK: HAPGNTOTALS:	5	7,363.11		0.00	7,363.11
BANK: HAPGN	TOTALS:	5	7,363.11		0.00	7,363.11

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	EVERGY KANSAS CENTRAL INC. (HA	R	8/03/2026			200688		119.00

* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1		119.00	0.00	119.00
HAND CHECKS:		0		0.00	0.00	0.00
DRAFTS:		0		0.00	0.00	0.00
EFT:		0		0.00	0.00	0.00
NON CHECKS:		0		0.00	0.00	0.00
VOID CHECKS:		0	VOID DEBITS	0.00		
			VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: SVGN TOTALS:	1	119.00	0.00	119.00
BANK: SVGN TOTALS:	1	119.00	0.00	119.00
REPORT TOTALS:	169	8,317,307.68	0.00	8,317,307.68

Passed and Approved this 11th day of August, 2026.

Attest:

Chuck Munsell, Mayor

Tammy Nagel, City Clerk

RESOLUTION NO. 1305

A RESOLUTION AUTHORIZING THE REDEMPTION AND DEFEASANCE OF THE OUTSTANDING TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025-A OF THE CITY OF PITTSBURG, KANSAS; AND AUTHORIZING CERTAIN ACTIONS TO BE TAKEN IN CONJUNCTION THEREWITH.

WHEREAS, pursuant to Ordinance No. S-1105 and Resolution No. 1292 (collectively the “Bond Resolution”), the governing body of the City of Pittsburg, Kansas (the “City”) has heretofore issued, has outstanding, and hereby finds and determines that it is in the best interests of the City to provide for redemption and defeasance of the following described bonds (the “Series 2025-A Bonds”) of the City, as hereafter described:

Description	Series	Dated Date	Years	Amount	Redemption Date
Taxable G.O. Bonds	2025-A	03/18/2025	2027 to 2035	\$5,180,000	09/01/2033

WHEREAS, in order to provide for redemption and defeasance of the Series 2025-A Bonds to the above-referenced redemption date, it is desirable to establish an escrow account pursuant to the terms of an escrow trust agreement, to be entered into by and between the City and the escrow agent, named therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

Section 1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Resolution.

Section 2. Authorization of Escrow Trust Agreement. The City is hereby authorized to enter into an Escrow Trust Agreement (the “Escrow Agreement”) with the escrow agent named therein (the “Escrow Agent”) to provide for the redemption and defeasance of the Series 2025-A Bonds in accordance therewith. The form of the Escrow Agreement presented to the governing body of the City this date is hereby approved, and the Mayor and Clerk are hereby authorized to execute the Escrow Agreement in substantially such form, with changes or modifications thereto as may be approved by the Mayor and the City Attorney; the execution by the Mayor of the Escrow Agreement shall evidence any such approval.

Section 3. Transfer of Funds to Escrow Agent. The City Treasurer is hereby authorized and instructed to transfer to the Escrow Agent the amounts necessary to provide for the securities and cash to be deposited in the escrow for the Series 2025-A Bonds and payment of costs related thereto, which will be set forth in **Section 5** of the Escrow Agreement.

Section 4. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein. In case any covenant, stipulation, obligation or agreement contained in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 5. Further Authority. The City Manager is hereby authorized and directed to approve the purchase or subscription for the securities to be deposited in the escrow for the Series 2025-A Bonds. Additionally, the Mayor, City Manager, Finance Director, Clerk and the other officers and representatives of the City, Baker Tilly Municipal Advisors, LLC (the “Municipal Advisor”) and Gilmore & Bell, P.C. (“Bond Counsel”) are authorized and directed to: (a) execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution; (b) to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which may be approved by the City Attorney, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability; and (c) provide for notice of redemption and/or defeasance of the Series 2025-A Bonds.

Section 6. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 7. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the Governing Body of the City of Pittsburg, Kansas on August 11, 2026.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the Governing Body on August 11, 2026, as the same appears of record in my office.

DATED: August 11, 2026.

Clerk

Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk; Dexter Neisler, Zoning Administrator
From: DeAnna Goering, Secretary, Planning Commission/Board of Zoning Appeals
Date: July 28, 2026
Subject: Agenda Item – August 11, 2026
Variance – Radell Underground – 1200 W 4th

The Planning Commission/Board of Zoning Appeals, in its meeting of July 27, 2026, considered a request submitted by Radell Underground, Inc. for a variance at 1200 W 4th to allow a storage building as well as a future building expansion. After reviewing all evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend to the Governing Body **approval** of the request based on the following criteria:

Character of Neighborhood: This variance does not change the character of the neighborhood in any way.

Zoning and Nearby Property Use: This variance does not affect the use of any nearby property in any way.

Project Suitability for Proposed Use: This project is suitable for the proposed use as it does not change or affect any existing features including streets, drainage areas, or sanitary sewers.

Detrimental Affects to Nearby Properties: This variance will not pose any detrimental affects to any nearby properties.

Affects to Public Health, Safety, & Welfare: Public health, safety, and welfare will not be affected by this variance.

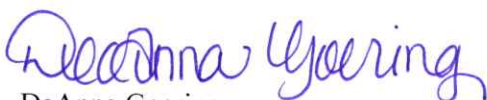
Staff Recommendation: Approve. This variance does not change or affect the character of the neighborhood.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for August 11, 2026.

Requested Action: For the Governing Body to approve or disapprove the variance submitted by Radell Underground, Inc. If the Governing Body disapproves the variance, they may, by a simple majority, deny the request, or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5551.

Sincerely,



DeAnna Goering
Secretary, Planning Commission/Board of Zoning Appeals





Proposed Addition
~6,000 sf

Demolished Building

1200 W 4th St

First Cow Creek

Legend
1200 W 4th St
Feature 1

RECEIVED

JUN 24 2026

City of Pittsburgh
Housing

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jack Spencer, Fire Chief *JMS*

DATE: July 29, 2026

SUBJECT: First Due Records Management System Purchase

The Pittsburg Fire Department requests approval to purchase and implement the First Due Records Management System at a first-year cost of \$32,300.05, consisting of a \$25,700 annual subscription and a \$6,600 implementation fee. The purchase will be funded through the Public Safety Sales Tax.

First Due will replace the department's current collection of separate programs with one continuous system for incident reporting, personnel scheduling, ISO training tracking, building inspections and preplans, inventory management, hydrants, and response information. It will also add NEMSIS-compliant electronic patient care reporting and a centralized method for documenting and managing the continuing education hours required for department EMTs.

The current separate-program approach costs \$27,294.53 annually. After accounting for implementation costs, switching to First Due will save \$1,594.53 per year, while drastically increasing capabilities and streamlining operations, providing responders with real-time information at the scene of emergencies.

Due to the specialized nature of First Due and its unique integrated capabilities, the Fire Department requests that the standard competitive bidding process be waived for this purchase.



PRICING PROPOSAL

Quote for Pittsburg Fire Department (KS)

ID: quot_WXYZgU8vEY0om
Prepared by: Lucas Michaels



From	Ship To	Bill To
Locality Media, LLC dba First Due	Jack Spencer	Jack Spencer
390 NE 191st St	Pittsburg Fire Department (KS)	Pittsburg Fire Department (KS)
Ste 17328	62023055962	911 W 4th St
Miami, FL 33179, US	jack.spencer@pittks.org	Pittsburg, KS 66762, United States
		62023055962
		jack.spencer@pittks.org

\$32,300.05

Contract Period	Aug 15, 2026 - Aug 14, 2027
Contract Length	12 Months
Quote Expiration	Aug 28, 2026
Payment Terms	Net 30
Annual Subscription:	\$25,700.05

Offering	Date	Amount
	Aug 15, 2026 - Aug 14, 2027 12 Months	
Responder (Subscription) Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.		\$1,400.00
Command (Subscription) Comprehensive Incident Command Module with digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated Incident log.		\$1,700.00
Occupancy Management & Pre-Incident Planning (Subscription) Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.		\$1,500.00
Hydrant Management - Basic (Subscription) Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup		\$500.00
Inspections (Subscription) Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.		\$2,000.00
Incident Reporting - Fire Incident Documentation (Subscription) Fire Incident Documentation enabling ongoing State and Federal compliance with NFIRS and NERIS data standards.		\$2,000.00
AI Enhanced Documentation: Fire Reporting (Subscription) AI powered transcription and documentation solution to assist with completing NFIRS/NERIS reports.		\$500.00
Incident Reporting - ePCR (Subscription) ePCR Incident Documentation, State Compliance with automated submission.		\$3,500.00
AI Enhanced Documentation: ePCR (Subscription) AI powered transcription and documentation solution to assist with completing EMS patient care reports.		\$500.00
CAD Integration (Subscription) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.		\$500.00
	Aug 15, 2026 - Aug 14, 2027 12 Months	
Personnel Management (Subscription) Store, manage and access Employee Records including demographic data, certifications and employment information.		\$500.00
Scheduling (Subscription) Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.		\$3,000.00
Messenger (Subscription) Messaging solution allowing users to send sms, email and in-app notification to other users, personnel and groups. Note: This is a standalone function that does not include access to any other features of the Scheduling module.		\$500.00
Basic Training Records (Subscription) Assign Training, Record Completions, View Training Logs, and Manage Certifications.		\$1,000.00
Advanced Training Records (Subscription) In conjunction with Basic Training Records, Advanced Training Records enables the administration, assignment, and delivery of online training course content. This module also allows users to upload SCORM files to deliver online training to end users.		\$1,030.05

Offering	Date	Amount
Events & Activities (Subscription) Create Events, View Global Activity Log, and Access Global Calendar.		\$500.00
Health and Wellness (Subscription) First Due's Health and Wellness module allows for the proactive monitoring of responder health using Exposure History with Incident, Training or Event correlation, and trends to support compliance with organizational health and safety initiatives.		\$700.00
Assets & Inventory (Subscription) Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.		\$2,200.00
	Aug 15, 2026 - Aug 14, 2027 12 Months	\$2,170.00
Fire Engineering - Fire & EMS Training Bundle Content Package (Subscription) Includes access to First Due's Interactive Fire & EMS Training Bundle for use in the administration, assignment and delivery of web-based training through the Advanced Training module by First Due.		
	Aug 15, 2026	
Implementation and Configuration Services (Onetime) Services related to configuring and customizing the First Due Platform as described in the Statement of Work.		\$5,000.00
Premium Online Training Package (Onetime) Up to 8 Hours Online Training with certified First Due Instructor		\$1,600.00

One-Time Fees Subtotal	\$6,600.00
Subscription Fees Subtotal	\$25,700.05
Total	\$32,300.05

BILLING

BILLING SCHEDULE

Aug 15, 2026	\$32,300.05
Total	\$32,300.05

The billing schedule reflects standard charges only. Any applicable credits will be applied at the time of invoicing.

TERMS AND CONDITIONS

Governing Terms and Conditions: This Quote, together with the attached statement of work, service descriptions, exhibits, or schedules (collectively, the "Quote Documents"), is subject to and governed by the First Due Terms and Conditions, available at: <https://www.firstdue.com/generalterms>. The First Due Terms and Conditions are incorporated into this Quote by reference and, together with this Quote and the Quote Documents, constitute the agreement between First Due and Customer governing the Services described herein. By executing this Quote, or by issuing a purchase order or other written acceptance that references this Quote, Customer agrees to be bound by the First Due Terms and Conditions.

Acceptance. This Quote shall become binding upon the earliest of: (a) Customer's execution of this Quote; (b) Customer's issuance of a purchase order or similar ordering document referencing this Quote; or (c) Customer's access to or use of the Services described in this Quote.

Signature Page

Pittsburg Fire Department (KS)

Signature: _____
Date: _____
Name:
Job Title:
Email:

Locality Media, LLC dba First Due

Signature: _____
Date: _____
Name:
Job Title:
Email:

QUOTE SUPPLEMENT TO FIRST DUE QUOTE

This Quote Supplement is issued pursuant to and incorporates by reference the First Due General Terms and Conditions (the "**General Terms and Conditions**"), which govern Customer's access to and use of the Services. This Quote Supplement, together with the applicable Quote, the General Terms and Conditions, and any applicable SOWs or addenda expressly referenced herein, constitutes the binding agreement between First Due and Customer (collectively, the "**Agreement**"). Capitalized terms used but not defined in this Quote Supplement shall have the meanings set forth in the General Terms and Conditions. In the event of any conflict or inconsistency among the foregoing documents, the order of precedence set forth in the Agreement shall apply.

1. **ORDER OF PRECEDENCE.** If there is any conflict or inconsistency among the documents comprising the Agreement, the following order of precedence shall apply, but only to the extent of such conflict: (a) the Quote, with respect to commercial terms, fees, subscription term, and purchased Services; (b) the applicable SOW(s), with respect to the scope, timing, assumptions, and deliverables for professional services; and (c) the General Terms and Conditions, with respect to all other legal, risk-allocation, and governance matters. No terms or conditions contained in any Customer purchase order, invoice, or other Customer-provided document shall apply unless expressly agreed to in writing by First Due.

2. **AUTO-RENEWAL; RENEWAL PRICING; NOTICE OF NON-RENEWAL.** Unless otherwise expressly stated in this Quote, the subscription term for the Services shall automatically renew for successive renewal periods equal in length to the initial subscription term (each, a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current subscription term. Renewal shall occur on the then-current General Terms and Conditions, together with any updated policies referenced therein, unless the parties expressly agree otherwise in writing. Unless otherwise expressly stated in this Quote, the subscription fees are subject to adjustment by First Due on an annual basis during the Initial Term and each Renewal Term. Any increase in the annual subscription fees for the same scope of Services shall not exceed ten percent (10%) over the fees payable for the immediately preceding twelve (12) month period, exclusive of increases attributable to (i) changes in the scope of Services, user counts, usage levels, modules, or features, (ii) applicable taxes, or (iii) third-party pass-through costs. If Customer is a governmental or quasi-governmental entity subject to fiscal-year funding or appropriation requirements, renewal is expressly contingent upon the availability and appropriation of funds for the applicable Renewal Term. In the event funds are not appropriated or otherwise made available, Customer may elect not to renew by providing written notice to First Due prior to the commencement of the applicable Renewal Term, and Customer shall have no further payment obligation beyond amounts accrued during the then-current term.

3. **INSURANCE.** During the term of the Agreement, First Due shall maintain commercially reasonable insurance coverage appropriate, which may include technology errors and omissions insurance and commercial general liability insurance. Upon written request, First Due shall provide Customer with a certificate of insurance evidencing such coverage.

4. **CHANGES TO TERMS OF USE.** First Due may update or modify the General Terms and Conditions from time to time. Any such updates shall apply on a prospective basis; provided, however, that no such modification shall materially diminish Customer's rights or materially increase Customer's obligations during the then-current term without Customer's prior written consent. Notwithstanding the foregoing, the version of the General Terms and Conditions in effect as of the effective date of this Quote shall govern the parties' rights and obligations during the then-current term with respect to any material terms. First Due may implement non-material updates, including those reflecting changes in law, clarifications, or administrative or operational improvements, without notice to Customer.

1. INTRODUCTION

1.1 Purpose. This Statement of Work ("SOW") is entered into pursuant to, and forms part of, the Agreement between Locality Media, LLC dba First Due ("First Due") and the customer identified in the applicable Quote ("Customer"). As contemplated by the General Terms and Conditions (the "General T&Cs"), the Agreement consists of (i) one or more written quotes, order forms, or similar ordering documents issued by First Due and accepted by Customer (each, a "Quote"), (ii) this SOW, and (iii) the General T&Cs.

This SOW describes the specific implementation-related services to be provided by First Due in connection with Customer's licensed use of the products and services identified in the applicable Quote (the "Purchased Products"). The purpose of this SOW is to define, at a high level, the scope, assumptions, responsibilities, and limitations applicable to such implementation services, including configuration, training, data migration, integrations, and transition to ongoing customer success, as applicable.

This SOW is intended to supplement the Quote and the General T&Cs solely with respect to the scope, timing, assumptions, deliverables, and fees for the implementation services described herein and shall not modify, expand, or supersede any other rights, warranties, obligations, or risk-allocation provisions set forth in the General T&Cs or the applicable Quote.

1.2 Scope. Subject to the terms and conditions of the Agreement, First Due shall provide the implementation services expressly described in this SOW or in any Quote Supplement attached to the applicable Quote (each, a "Quote Supplement," and together with this SOW, the "Implementation Services") for the Purchased Products identified in the applicable Quote. In the event of any conflict between this SOW and a Quote Supplement with respect to the scope, sequencing, or details of the Implementation Services, the Quote Supplement shall control. The Implementation Services are limited to the configuration and enablement of existing First Due functionality, implementation assistance delivered in accordance with First Due's standard methodologies, and activities reasonably necessary to support Customer's initial deployment of the Purchased Products. For the avoidance of doubt, any services, functionality, deliverables, integrations, configurations, reports, workflows, data preparation, remediation, customization, or professional services not expressly described in this SOW or an applicable Quote Supplement (or, solely to the extent applicable, the Quote) are outside the scope of the Implementation Services. No obligations shall be implied based on industry standards, prior discussions, proposals, marketing materials, or Customer expectations.

First Due does not guarantee that the Purchased Products, whether alone or as implemented, will achieve any specific business outcome, regulatory result, operational metric, or workflow preference unless such commitment is expressly stated in writing in this SOW or an applicable Quote Supplement (or, if applicable, the Quote).

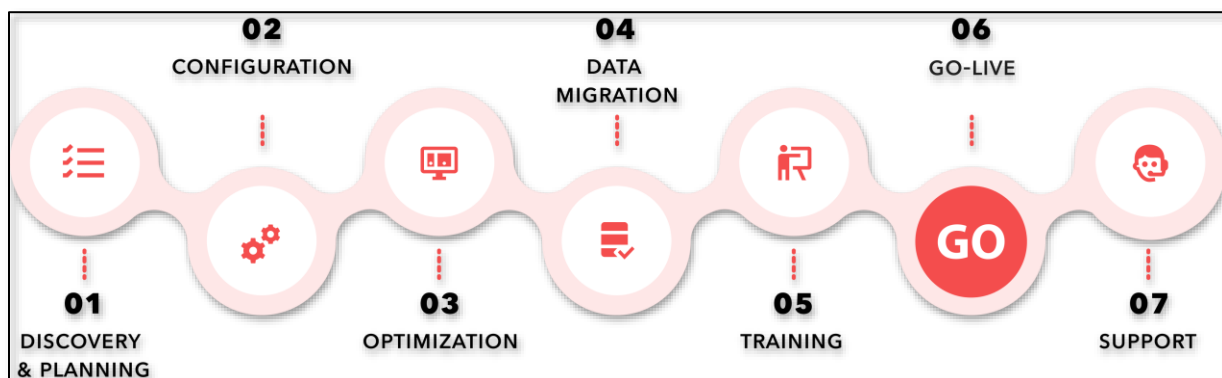
The Implementation Services do not include software development, custom feature creation, third-party system remediation, data cleansing or correction, legal, tax, or compliance advice, or ongoing managed or advisory services, unless expressly stated in the applicable Quote or a Quote Supplement or this SOW. Any modification to the scope of the Implementation Services, implementation timeline, or applicable fees shall require a mutually executed written change order in accordance with the Agreement. No verbal statements, email communications, purchase orders, or informal requests shall modify this SOW, any Quote Supplement, or the Agreement.

For Purchased Products offered as part of an "Essentials" or similar bundled implementation offering, the scope of Implementation Services is limited to the configuration and enablement of the modules and functionality expressly included in such bundle, as identified in the applicable Quote or Quote Supplement, and must be completed within the applicable Implementation Term described in Section 8.2. Any request to implement additional modules, defer implementation of included modules beyond the applicable Implementation Term, or materially alter the sequencing or scope of the bundled Implementation Services shall be treated as a change in scope requiring a written change order or a new statement of work, as determined by First Due.

2. IMPLEMENTATION

2.1 Overview. First Due shall perform the Implementation Services using its standard implementation methodology (generally depicted below), which may include a combination of structured (waterfall) and iterative activities. The Implementation Services are intended to support Customer's initial deployment of the Purchased Products and may include discovery, configuration, optimization, data migration, training, and go-live support, as applicable.

The parties acknowledge and agree that implementation timelines, sequencing, and activities are dependent upon Customer's timely performance of its obligations under this SOW, including the provision of information, access, approvals, and resources. All implementation milestones represent target objectives only and are not guarantees of completion by any specific date. First Due may reasonably modify the order, timing, or manner of implementation activities to maintain project efficiency or address dependencies, provided that the overall scope of the Implementation Services is not materially reduced.



2.2 Implementation Resources. First Due shall assign implementation personnel based on the Purchased Products, project complexity, and resource availability. Titles and role descriptions are provided for reference purposes only, and First Due may substitute personnel with comparable qualifications at its discretion.

First Due's implementation resources may include an implementation manager acting as the primary point of contact during implementation, product specialists supporting configuration and optimization of specific modules or functional areas, technical specialists supporting data migration and integrations, training personnel coordinating training activities, and a customer success manager participating during later stages of implementation to support transition to post-go-live engagement.

Nothing in this SOW shall be construed to require the assignment of specific individuals, minimum staffing levels, or dedicated personnel unless expressly stated in the applicable Quote.

2.3 Implementation Phases. The Implementation Services may include the phases described below. The inclusion, sequencing, timing, and depth of each phase depend on the Purchased Products and scope identified in the applicable Quote and this SOW. The phases described below reflect First Due's standard implementation approach and are provided for planning and reference purposes only.

2.3.1 Discovery and Planning. Once the implementation project has been initiated, Customer will receive tailored discovery questionnaires designed to gather information reasonably necessary to support implementation planning. Following completion of such materials, the Implementation Manager will schedule a project kick-off meeting during which Customer will receive initial system access, be introduced to the project team, and receive an overview of the Purchased Products and the implementation plan. The Implementation Manager will also establish meeting cadence and outline next steps. Where applicable, planning sessions for data migration and supported integrations, including CAD integration, will also be conducted during this phase and may be led by a Technical Implementation Specialist.

- **Key Meetings:** Project Kick-Off; CAD Kick-Off (if applicable); Data Migration Planning
- **Milestones:** Project Kick-Off; Initial System Access
- **Customer Tasks:** Completion of discovery questionnaires
- **Deliverables:** Welcome communication; initial account setup; system login credentials

2.3.2 Configuration. Following completion of discovery and planning, First Due will schedule configuration sessions to configure the Purchased Products using available functionality and standard configuration options. Configuration sessions may be conducted by the Implementation Manager or an Implementation Product Specialist, depending on the module or functional area. Customer may be required to complete preparatory tasks in advance of configuration sessions. The number and duration of configuration sessions may vary based on product scope and complexity.

- **Key Meetings:** Module configuration sessions (generally one to two per module)
- **Milestones:** N/A
- **Customer Tasks:** Configuration preparation tasks, as applicable
- **Deliverables:** Initial configuration of applicable modules
- **Scope:** Purchased Products identified in the applicable Quote

2.3.3 Optimization and User Acceptance. Following initial configuration, Customer will be provided an opportunity to perform testing and user acceptance activities for configured modules. Optimization sessions may be conducted to review Customer feedback and make configuration-level adjustments. Configuration and optimization activities may occur iteratively or in parallel to maintain project momentum.

Customer acknowledges that optimization is limited to configuration-level changes and that feedback must be provided within the review periods communicated by First Due. Unresolved items may be documented as exceptions. Upon completion of optimization for a module or functional area, Customer may be requested to provide written acceptance or sign-off.

Customer shall review and either accept or provide written notice of material nonconformity within ten (10) business days after delivery of the applicable module or functional area (the "**Review Period**"). If Customer fails to provide written notice of material nonconformity within the Review Period, or places the applicable module into production use, such module shall be deemed accepted for purposes of this SOW.

Any notice of nonconformity must identify the specific aspects of the delivered configuration that materially fail to conform to this SOW. First Due's sole obligation with respect to any timely and valid notice of nonconformity shall be to use commercially reasonable efforts to correct the identified nonconformity. Issues that do not materially impair use of the Purchased Products, or that arise from Customer data, third-party systems, or Customer-requested deviations, shall not delay acceptance.

- **Key Meetings:** Module optimization sessions (generally one to two per module)
- **Milestones:** Module acceptance and sign-off (one per module)
- **Customer Tasks:** User acceptance testing and feedback
- **Deliverables:** Optimized configuration resulting in Customer acceptance
- **Scope:** Purchased Products identified in the applicable Quote

2.3.4 Data Migration. Data migration activities may occur throughout the implementation and may include (i) initial data migration required to support configuration, (ii) migration of historical records during the implementation process, and (iii) a final data migration in connection with go-live. First Due's data migration team will review Customer's legacy data environment and provide guidance regarding extraction, mapping, and import using First Due's standard data migration practices.

Customer remains solely responsible for extracting and providing legacy data, ensuring the legality, accuracy, completeness, and quality of such data, and reviewing and validating migrated data within communicated timeframes. Not all historical data can or should be migrated, and standard data migration services do not include data cleansing, normalization, deduplication, correction, or remediation of data quality issues.

- **Key Meetings:** Data migration planning
- **Milestones:** Data migration sign-off



- **Customer Tasks:** Data extraction or access; data mapping assistance; review and approval of data loads
- **Deliverables:** Data migration plan; mapping assistance; data imports

2.3.5 Training. As implementation progresses toward completion, First Due will coordinate training activities intended to support Customer's understanding and adoption of the Purchased Products. Training may include administrator training conducted during configuration and optimization, as well as formal webinar-based or onsite training sessions. Customer may also be provided access to generally available training resources, including live training sessions and on-demand materials.

- **Key Meetings:** Training planning; training sessions
- **Milestones:** Training completion
- **Customer Tasks:** Coordination of personnel to be trained
- **Deliverables:** Training plan and training sessions

2.3.6 Go-Live Support. Once required configuration, optimization, training, and data migration activities have been completed or scheduled, First Due may support the go-live process. Go-live support may include final planning, execution assistance, final data migration, and short-term post-go-live support. Go-live support is limited in duration and does not include ongoing operational management or indefinite support services.

- **Key Meetings:** Go-live planning; post-go-live check-ins
- **Milestones:** System acceptance; go-live
- **Customer Tasks:** Final testing
- **Deliverables:** Post-go-live implementation support (typically two to four weeks)

2.3.7 Transition to Customer Success. Following completion of the post-go-live support period or upon expiration of the applicable Implementation Term or Essentials Implementation Period (whether or not all Purchased Products have been implemented), responsibility for ongoing engagement will transition to First Due's customer success and support teams in accordance with the Agreement.

3. TRAINING

3.1 Training Services. Training services, if expressly included in the applicable Quote, are provided solely to support Customer's initial familiarization with and adoption of the Purchased Products in connection with the implementation described in this SOW. Training is limited to instruction regarding the operation and use of existing, generally available functionality of the Purchased Products as configured during implementation and does not include consulting services, business process redesign, regulatory analysis, compliance advisory services, certification of Customer personnel, or any form of legal, regulatory, or compliance advice.

The nature, format, scope, and quantity of training to be provided under this SOW shall be as expressly described in the applicable Quote or as otherwise mutually agreed by the parties in writing during the implementation process. Training may be delivered remotely or onsite, may include administrator-level instruction or end-user training, and may include access to First Due's generally available training resources, including recorded materials, documentation, and knowledgebase content, subject to availability.

3.2 Customer Responsibilities. Customer is solely responsible for identifying appropriate personnel to participate in training and for ensuring the availability, preparedness, and participation of such personnel in scheduled training sessions. Customer shall also be responsible for providing any facilities, equipment, system access, or network connectivity reasonably necessary for First Due to conduct training sessions, whether delivered remotely or onsite.

Failure of Customer personnel to attend or meaningfully participate in scheduled training sessions shall not relieve Customer of its payment obligations under the Agreement or the applicable Quote and shall not obligate First Due to reschedule such sessions or provide substitute training unless otherwise agreed in writing by the parties.

3.3 Limitations and Disclaimers. Customer acknowledges that training services are provided on an "as-configured" basis and do not guarantee user proficiency, system adoption, operational performance, or achievement of any specific business, regulatory, or compliance outcome. First Due does not warrant that training will result in compliance with any applicable laws, regulations, standards, or internal policies, all of which remain the sole responsibility of Customer.

Any training services requested by Customer that are not expressly included in the applicable Quote shall be deemed outside the scope of this SOW and shall require a mutually executed written change order, which may include additional fees and adjustments to the implementation timeline.

4. DATA MIGRATION

4.1 Standard Data Migration Services. As part of the Implementation Services provided pursuant to the Agreement, First Due shall provide standard data migration services to support Customer's initial deployment of the Purchased Products. Data migration services are intended solely to enable operational use of the Purchased Products at or around go-live and are not intended to result in a complete, exact, or forensic replication of Customer's legacy systems, databases, or historical data environment.

Standard data migration services may include planning assistance, guidance regarding data extraction, data mapping to First Due's standard import formats, and the loading of certain Customer data into the Purchased Products using First Due's standard tools and processes, as reasonably determined by First Due based on the nature, structure, format, and condition of Customer's data.

4.2 Customer Responsibilities. Customer acknowledges and agrees that Customer is solely responsible for extracting, preparing, and providing all data to be migrated, whether directly or through Customer's third-party vendors. Customer is responsible for the legality, accuracy, completeness, consistency, quality, and integrity of all data provided to First Due, including compliance with applicable laws, regulations, records retention requirements, privacy obligations, and internal policies.

Customer shall timely review and validate all migrated data and shall notify First Due in writing of any material discrepancies within the reasonable review period communicated by First Due. Customer's failure to timely review, validate, or object to migrated data shall constitute acceptance of such data for purposes of implementation.

4.3 Scope Limitations. Customer acknowledges that not all data from Customer's legacy systems may be suitable, necessary, or technically feasible to migrate. First Due does not warrant that all data fields, historical records, attachments, metadata, audit trails, system logic, or reporting constructs can or will be migrated.

Standard data migration services do not include data cleansing, normalization, deduplication, enrichment, correction of errors, reconstruction of historical workflows, validation against source systems, or remediation of data quality issues unless expressly agreed in writing by the parties pursuant to a change order. Any such additional services, if requested, may be subject to additional fees and timeline adjustments.

4.4 Migration Timing and Final Data Load. Data migration may occur in multiple stages throughout the implementation process, including preliminary data loads for configuration or testing purposes and a final data load in connection with go-live. Customer acknowledges that data entered into Customer's legacy systems following any data extraction or preliminary migration may not be included in subsequent data loads unless expressly agreed in writing.

Customer is responsible for coordinating timely access to legacy systems, third-party vendors, and technical resources as reasonably necessary to support data migration activities and acknowledges that delays in such access may impact the implementation timeline and sequencing.

4.5 Disclaimers and Risk Allocation. Customer acknowledges that data migration is inherently dependent on Customer-provided data and third-party systems. Except to the extent caused by First Due's failure to perform the migration process in material accordance with this SOW, First Due shall have no liability arising from errors, omissions, corruption, loss, or inaccuracy of data originating from Customer systems, Customer-provided data, or third-party sources.

Customer remains solely responsible for verifying the completeness and accuracy of migrated data prior to go-live, for maintaining backups of legacy data, and for satisfying any legal or regulatory obligations related to data retention, preservation, or auditability. Nothing in this SOW expands or modifies First Due's data protection, security, or confidentiality obligations beyond those expressly set forth in the General T&Cs.

5. INTEGRATIONS

5.1 Integration Scope. As part of the Implementation Services, First Due shall configure and enable the integrations expressly identified in the applicable Quote (the "**Integrations**"), using First Due's standard integration methods, connectors, or application programming interfaces, as applicable. Integrations are intended solely to support data exchange or interoperability between the Purchased Products and designated third-party systems and are limited to the functionality supported by First Due at the time of implementation.

Integrations shall generally be implemented during the configuration and optimization phases described in Section 2, unless otherwise reasonably determined by First Due based on technical dependencies, sequencing considerations, or third-party constraints. Certain integrations, including but not limited to CAD integrations, may require dedicated planning or configuration sessions due to their complexity and reliance on third-party systems.

No integrations are included unless expressly identified in the applicable Quote.

5.2 Customer Responsibilities and Dependencies. Customer acknowledges that the successful implementation and ongoing operation of any Integration is dependent upon Customer's third-party vendors, systems, configurations, permissions, data structures, network environments, and continued availability of third-party services. Customer is solely responsible for procuring and maintaining all required third-party systems, licenses, access credentials, approvals, and cooperation necessary to enable the Integrations.

Customer shall ensure that First Due is provided timely access to relevant systems, technical documentation, and knowledgeable personnel as reasonably necessary to support integration activities. Delays, failures, or limitations caused by third-party systems, vendors, or Customer dependencies shall excuse any corresponding delay in First Due's performance and shall not constitute a breach of this SOW.

5.3 Limitations and Exclusions. Customer acknowledges and agrees that Integrations are provided on an "as-available" basis and are limited to the data fields, workflows, and functionality supported by First Due and the applicable third-party systems at the time of implementation. First Due does not warrant that any Integration will be uninterrupted, error-free, or compatible with future changes made by third-party vendors.

First Due does not control, and shall have no responsibility or liability for, third-party systems, vendors, outages, data inaccuracies, latency, security vulnerabilities, or changes to third-party interfaces, APIs, data schemas, or commercial terms. Any remediation, modification, or reconfiguration required due to changes or failures of third-party systems shall be outside the scope of this SOW unless otherwise agreed in writing pursuant to a change order.

5.4 Post-Go-Live Support for Integrations. Following go-live, First Due will provide reasonable support for Integrations in accordance with the support terms set forth in the Agreement. Such support is limited to diagnosing whether an issue originates within the Purchased Products and, where appropriate, coordinating with Customer or applicable third-party vendors to facilitate resolution.

First Due shall have no obligation to modify, replace, or re-engineer any Integration due to changes imposed by third-party vendors unless such work is expressly agreed by the parties pursuant to a written change order and may be subject to additional fees and timeline adjustments.

5.5 No Guarantees. Customer acknowledges that Integrations are provided as a convenience to facilitate interoperability and do not guarantee data accuracy, timeliness, completeness, availability, or suitability for Customer's operational, regulatory, reporting, or compliance needs. Customer remains solely responsible for verifying the accuracy and appropriateness of data received through any Integration and for compliance with all applicable laws, regulations, and internal policies related to such data.

6. CUSTOMER SUCCESS MANAGER. Following completion of the implementation and transition from any post-go-live implementation support period, First Due shall assign a Customer Success Manager ("**CSM**") to serve as Customer's primary point of contact for ongoing relationship management, as

contemplated by the Agreement. The CSM's role is intended to support Customer's use of the Purchased Products through periodic check-ins, coordination of communications, and facilitation of access to generally available resources and information regarding product updates, features, and services.

Customer acknowledges and agrees that the CSM does not provide consulting services, operational or project management, system administration, legal, regulatory, or compliance advice, or any guarantees regarding system adoption, performance, availability, or business outcomes. Any guidance or information provided by the CSM is informational in nature only and shall not modify or expand the terms of the Agreement, the applicable Quote, or this SOW.

The frequency, format, and content of CSM interactions may vary based on Customer needs, product usage, and First Due's standard customer success practices and may change over time. The assignment of a CSM does not obligate First Due to provide dedicated personnel, minimum service levels, response times, or ongoing professional services beyond those expressly set forth in the Agreement.

Any requests by Customer for services beyond the scope of standard customer success activities, including additional training, configuration changes, integrations, analysis, or consulting services, shall be subject to a separate written agreement or change order and may require additional fees.

7. CUSTOMER SUPPORT

7.1 Support Services Generally. Customer support services are provided pursuant to the Agreement and any applicable support policies referenced therein and are intended to assist Customer with questions, requests, or issues related to the operation of the Purchased Products following go-live. Customer support services are separate from, and not a continuation of, the Implementation Services described in this SOW.

Except as expressly set forth in the Agreement or the applicable Quote, customer support services do not include implementation services, professional services, consulting, system administration, configuration changes, data correction, or training.

Nothing in this SOW shall be construed to create any service level commitment, response time obligation, or priority support entitlement unless expressly stated in the Agreement or the applicable Quote.

7.2 Support Requests and Contact Information. When Customer submits a request for customer support, First Due will create a support ticket within its customer support system and assign a unique ticket identifier for tracking and documentation purposes. Support requests may be submitted through any of the support channels made available by First Due in accordance with its then-current support procedures.

As of the effective date of this SOW, Customer may contact First Due customer support using the following channels:

- Online Support Portal: <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- Email: support@firstdue.com
- Telephone: (516) 874-5818

First Due may update or modify its support systems, tools, contact methods, or intake processes from time to time, provided that commercially reasonable access to customer support is maintained.

7.3 Self-Service Resources. First Due may provide Customer with access to self-service support resources through its online support center or knowledgebase. Such resources may include instructional materials, step-by-step articles, frequently asked questions, videos, and best practices and are generally available on a twenty-four (24) hour basis.

Self-service resources are provided as a convenience to Customer and are intended to supplement, but not replace, direct customer support. First Due does not warrant the completeness, accuracy, or continued availability of any specific self-service resource.

7.4 Hours of Operation and Severity. Customer support hours of operation ("Business Hours") are generally Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time, excluding First Due-observed holidays.

First Due may provide twenty-four (24) hour, seven (7) day support coverage for issues classified by First Due as severity level one (Sev 1), meaning system-down or urgent issues, in accordance with its then-current support practices. Severity classifications, response times, and resolution objectives, if any, are governed exclusively by the Agreement and applicable support policies and are not expanded or modified by this SOW.

7.5 Limitations. Customer acknowledges that customer support services are limited to issues arising from the Purchased Products as delivered and do not include responsibility for third-party systems, integrations, Customer-provided data, network environments, or issues caused by Customer modifications, misuse, or failure to follow documentation.

Customer further acknowledges that First Due may suspend or limit support services in accordance with the Agreement, including in connection with non-payment, security concerns, or misuse of the Purchased Products.

8. ASSUMPTIONS

8.1 Customer Participation and Cooperation. Customer acknowledges that the successful performance of the Implementation Services is dependent upon timely and meaningful participation by Customer personnel. Customer shall designate knowledgeable representatives with appropriate authority to make decisions, provide approvals, and coordinate resources as reasonably required to support implementation activities. Customer shall attend scheduled meetings, complete preparatory tasks, provide required information and access, and perform testing and validation activities in a timely manner.

Customer acknowledges that implementation activities generally require ongoing Customer involvement, including reasonable weekly time commitments for meetings, review, testing, and preparatory work. Any failure or delay by Customer to perform its responsibilities under this SOW shall excuse any corresponding delay in First Due's performance and may result in adjustments to the implementation timeline, sequencing, or resource allocation.

If Customer's failure to participate, provide required information, access, approvals, or resources materially impacts the scope, timing, or effort required to perform the Implementation Services, First Due may require a mutually executed written change order to continue implementation on revised terms.



8.2 Implementation Term and Expiration. The implementation services described in this SOW are intended to be completed within twelve (12) months following the Subscription Start Date specified in the applicable Quote, as contemplated by the Agreement (the "**Implementation Term**"). Notwithstanding the foregoing, for Purchased Products sold as part of an "Essentials" or similar bundled implementation offering, the parties agree that the Implementation Services are intended to be completed within a limited implementation period of four (4) months following the Subscription Start Date (the "**Essentials Implementation Period**"), unless otherwise expressly stated in the applicable Quote.

Except for delays materially caused by First Due, if implementation activities are delayed due to Customer actions, Customer dependencies, third-party systems or vendors, or circumstances outside either party's reasonable control, First Due may, in its discretion, extend the Implementation Term, provided there is a mutually agreed written plan to complete the remaining implementation activities within such extension period.

Expiration of the Implementation Term shall not affect Customer's subscription to the Purchased Products, Customer's obligation to pay fees under the Agreement, or First Due's obligations relating to customer support and customer success services following go-live, all of which shall be governed exclusively by the Agreement and the applicable Quote.

If Customer does not complete implementation of all modules included in an Essentials or bundled offering within the applicable Essentials Implementation Period due to Customer delay, deferral, or inaction, First Due shall have no obligation to continue providing implementation services for the unimplemented modules. Customer may either (i) configure such modules independently using the Purchased Products, or (ii) engage First Due for additional implementation services pursuant to a new statement of work or change order, subject to additional fees. In such event, Customer shall be deemed transitioned out of implementation status and into customer success and support as provided under the Agreement.

8.3 Standard Functionality and Best Practices. Customer acknowledges that the Purchased Products are standardized, configurable software solutions designed to support a broad range of customers and operational use cases. While First Due will reasonably consider Customer's existing workflows during implementation, First Due may recommend the use of standard functionality, configurations, or industry best practices to promote efficiency, maintainability, system performance, and timely completion of implementation.

Customer further acknowledges that implementation may require changes to Customer's existing workflows, processes, or operational practices and that such changes do not constitute a failure of the Implementation Services or a breach of this SOW.

8.4 Go-Live Requirements and Known Gaps. During the course of implementation, the parties may identify functional limitations, dependencies, or gaps in the Purchased Products relative to Customer's desired workflows. Certain items may be designated by the parties as requirements for go-live. Where commercially reasonable and technically feasible, such items will be prioritized for completion prior to go-live.

Customer acknowledges that certain non-critical features, enhancements, or refinements may not be available at go-live and may instead be documented as exceptions in applicable module or system sign-offs, with target timeframes for future delivery if applicable. The existence of such exceptions shall not delay go-live unless expressly agreed in writing by the parties.

8.5 No Outcome, Compliance, or Advisory Guarantees. Customer acknowledges that the Implementation Services are intended solely to enable deployment and initial use of the Purchased Products. First Due does not guarantee any specific operational, financial, regulatory, compliance, accreditation, or business outcomes arising from implementation or use of the Purchased Products.

Customer further acknowledges that the Implementation Services are technical and configurational in nature only and do not constitute legal, regulatory, tax, compliance, or professional advice. Customer remains solely responsible for determining whether the Purchased Products, as implemented, satisfy Customer's legal, regulatory, policy, or operational requirements and for ensuring Customer's use of the Purchased Products complies with applicable law and internal standards.

8.6 Suspension for Assumption Failure
First Due may suspend Implementation Services, without liability, if Customer fails to satisfy the assumptions set forth in this Section 8, including failures relating to participation, access, data availability, approvals, or third-party dependencies. Any such suspension shall not constitute a breach of this SOW and shall not relieve Customer of its payment obligations under the Agreement

[End of Statement of Work]