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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, May 24, 2016**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA:**

- a. Approval of the May 10, 2016, City Commission Meeting minutes.
- b. Approval of staff recommendation to award the bid for the purchase of tactical protective equipment for the Special Response Team to Ed Roehr Safety Products of St. Louis, Missouri, based on their low bid meeting specifications in the amount of \$45,798.
- c. Approval of staff recommendation to enter into a Memorandum of Understanding for a collaborative effort between the Crawford County Attorney's Office, the Board of Crawford County Commissioners, the City of Pittsburg, and the Pittsburg Police Department to provide funding for an Assistant County Attorney (ACA) position and one support staff member to prosecute felony and civil forfeiture cases arising within the city limits of Pittsburg, Kansas, and directly investigated by the Pittsburg Police Department and, if approved, authorize the Mayor, City Manager and Police Chief to sign the Memorandum of Understanding on behalf of the City.
- d. Approval of staff recommendation to enter into natural gas agreements between the City and Greenbush Energy Group and nTherm LLC to provide natural gas to the City's wastewater treatment plant, memorial auditorium, fire station #1, and asphalt plant, and authorization for the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending May 24, 2016 subject to the release of HUD expenditures when funds are received.

**ROLL CALL VOTE.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, May 24, 2016**  
**5:30 PM**

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**SPECIAL PRESENTATIONS:**

- a. 2015 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)- Audrey Odermann of Mize Houser and Company PA, the City's auditing firm, will be present to review the City's 2015 audit and CAFR. **Receive for file.**
- b. SEARCH AND RESCUE EQUIPMENT - Fire Chief Mike Simons will provide information on the new search and rescue equipment and vehicles that the Pittsburg Fire Department has received through the Department of Homeland Security. **Receive for file.**

**CONSIDER THE FOLLOWING:**

- a. SERVICE AGREEMENT - OPPORTUNITYSPACE, INC. - Consider staff recommendation to enter into a service agreement between the City and OpportunitySpace, Inc. to implement, train, convert data, and integrate the BuildingBlocks tool to support the city's management of its real estate inventory. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**
- b. LICENSE AGREEMENT - OPPORTUNITYSPACE, INC. - Consider staff recommendation to enter into an annual licensing agreement between OpportunitySpace, Inc. and the city to provide the use of web-based software for the purpose of listing, managing and analyzing real estate owned by the city. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
May 10<sup>th</sup>, 2016

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, May 10<sup>th</sup>, 2016, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Michael Gray, Jeremy Johnson, Chuck Munsell and Monica Murnan.

Mayor Ketterman led the flag salute.

The presentation of an award to Jami Crowder from the Kansas Statewide Homeless Coalition was tabled.

APPROVAL OF MINUTES – APRIL 26<sup>th</sup>, 2016 - On motion of Gray, seconded by Munsell, the Governing Body approved the April 26<sup>th</sup>, 2016, City Commission Meeting minutes as submitted. Motion carried.

WARE FORGIVABLE LOAN – On motion of Gray, seconded by Munsell, the Governing Body approved the Economic Development Advisory Committee's recommendation to forgive Ron and Dora Ware's 2016 loan installment in the amount of \$5,458.86, as Mr. and Mrs. Ware have met the requirements for loan forgiveness as stipulated in their loan agreement with the City. Motion carried.

APPOINTMENT – LAND BANK BOARD OF TRUSTEES – On motion of Gray, seconded by Munsell, the Governing Body approved staff recommendation to appoint Crawford County Zoning and Floodplain Administrator Mike Plank to serve an unexpired term as the Crawford County representative on the Land Bank Board of Trustees, effective immediately and to expire on December 31, 2016. Motion carried.

APPROPRIATION ORDINANCE – On motion of Gray, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending May 10, 2016, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Gray, Johnson, Ketterman, Munsell and Murnan. Motion carried.

ORDINANCE NO. G-1251 – On motion of Murnan, seconded by Johnson, the Governing Body adopted Ordinance No. G-1251, amending Section 6-1 of the Pittsburg City Code regarding penalties for purchase, possession or consumption of alcoholic liquor or cereal malt beverages by persons under 21 years of age, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1252 – On motion of Gray, seconded by Murnan, the Governing Body adopted Ordinance No. G-1252, amending Section 6-2 of the Pittsburg City Code regulating the time and location of dispensing and sale of alcoholic liquor and cereal malt beverage in the City of Pittsburg, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
May 10<sup>th</sup>, 2016

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REQUEST TO REZONE AND ORDINANCE NO. G-1253 – On motion of Murnan, seconded by Johnson, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant the request submitted by Skip Motsenbocker of Point Royale Development to rezone properties in the 500 Block of East 29th Street and the 600 Block of East 30th Street from R-1C Single Family Residential to RP-3 Planned Medium Density Residential to allow for the future residential development of senior housing, and adopted Ordinance No. G-1253, providing for the change of a certain area from Single Family Residential (R-1C) to Planned Medium Density Residential (RP-3), and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance G-663 as amended, of the City of Pittsburg. Motion carried.

COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS (CHCSEK) LOAN – On motion of Gray, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to provide a loan in the amount of \$100,000 to the Community Health Center of Southeast Kansas (CHCSEK) at 0% interest, to be repaid over three years, with the funding to be used for necessary renovations and building repairs to the building located at 3101 "C" North Michigan to house non-clinical employees and allow an outpatient substance abuse treatment program to be housed within the behavioral health center, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried with Johnson abstaining due to his employment with CHCSEK and Murnan abstaining due to her husband's employment with CHCSEK.

ARTFORMS GALLERY FUNDING REQUEST – On motion of Johnson, seconded by Murnan, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by the ArtForms Gallery, LLC, for an injection of \$4,500 from the Revolving Loan Fund (RLF) to assist with renovating the classroom at their facility located at 620 North Broadway, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

BROADBAND INFRASTRUCTURE – On motion of Gray, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to contribute \$100,000 from the Revolving Loan Fund (RLF) toward the City's 2016 total anticipated cost of approximately \$300,000 for broadband infrastructure to consist of the buildout of primary trunk lines throughout the City, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

TARGET INDUSTRY ANALYSIS - ANGELOU ECONOMICS – On motion of Gray, seconded by Murnan, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to utilize \$70,000 from the Revolving Loan Fund (RLF) to contract with Angelou Economics to conduct the target industry analysis and business recruitment strategy for the City, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried with Munsell voting in opposition.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
May 10<sup>th</sup>, 2016

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NON-AGENDA REPORTS AND REQUESTS –

BI-MONTHLY BUDGET REVIEW - Finance Director Jamie Clarkson provided the April 30, 2016, bi-monthly budget review.

KANSAS CROSSING THANK YOU – Mayor Ketterman read a note from Bruce Christenson and Nancy Seitz thanking the City for their support of the Kansas Crossing Casino Project.

ADJOURNMENT: On motion of Murnan, seconded by Johnson, the Governing Body adjourned the meeting at 6:04 p.m. Motion carried.

\_\_\_\_\_  
John Ketterman, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk

## INTEROFFICE MEMORANDUM

To: City Manager Daron Hall  
Chief Mendy Hulvey

From: Lieutenant Tim Tompkins

CC:

Date: May 18, 2016

Subject: Bid Disposition, Police Tactical Equipment

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As you may recall, one of the projects contained within the Public Safety Sales Tax initiative was to re-establish a Special Response Team within the police department. Pursuant to the project, the police department developed a request for bid proposal for the purchase of necessary protective equipment for team members to include tactical bullet-proof vests and attachments, protective plates for the vests, ballistic helmets, and tactical communication headsets. The police department sent out bid requests and received responses from four prospective vendors by the May 17, 2016 deadline. The bids were opened and reviewed per City Bid policy. Following is a summation of the bids received:

Ed Roehr Safety Products of St. Louis, Missouri	\$45,798.00
Baysinger Uniform and Equipment of Wichita, Kansas	\$47,717.93
GT Distributors, Inc. of Austin, Texas	\$47,186.00
Safeware, Inc. of Lanham, Maryland (partial bid)	\$20,470.00

The bid proposals indicated the equipment being purchased was brand-specific, and alternate products would not be considered unless noted in a specific bid item. Further, prospective bidders were required to submit a "Scope of Deviation" statement should they provide any alternative products or deviations from the bid. The bid received from Safeware, Inc. contained no bid for the tactical vests and attachments, and also included alternative products for the ballistic plates, ballistic helmets and the tactical communication systems. Additionally, no Scope of Deviation statement was included with their bid; therefore the bid was deemed non-compliant and was not considered.

The remaining bids received all met bid specifications and included the necessary information and statement where alternative items were included. Based on a review of

the bids received, staff would recommend awarding the bid for tactical equipment to Ed Roehr Safety Products of St. Louis, Missouri based on their low bid meeting specifications of \$45,798.00. Ed Roehr included an optional rifle plate, however, the plate was below our specifications and was excluded from the final determination of bid award.

Should you have any questions concerning our recommendation, please contact me at your convenience. Further, Lieutenant Bob Arnall, SRT Commander and I will be in attendance at the City Commission meeting should Commissioners have any questions or desire further information.



**POLICE DEPARTMENT SPECIAL RESPONSE TEAM TACTICAL EQUIPMENT**

**Bid Opening: Tuesday, May 17th, 2016 - 2:00 pm**

<b>BIDDER</b>	Ed Roehr Safety Products 2710 Locust Street St. Louis, MO 63103	Baysinger Uniforms & Equipment 430 E. Central Wichita, KS 67202	GT Distributors, Inc. 2545 Brockton Drive, Suite 100 Austin, TX 78758	Safeware, Inc. 4403 Forbes Blvd. Lanham, MD 20706
<b>TACTICAL VESTS</b>				
Total for T1, (10) Tactical Vests	\$ 16,390.00	\$ 17,109.83	\$ 16,898.50	<b>NO BID</b>
Total for T1, (10 Sets) Structured Biceps	\$ 3,250.00	\$ 3,421.97	\$ 3,382.50	<b>NO BID</b>
Total for T1, (10) Throat Protectors	\$ 950.00	\$ 1,109.83	\$ 998.50	<b>NO BID</b>
Total for T1, (10) Collars	\$ 1,050.00	\$ 1,017.34	\$ 1,098.50	<b>NO BID</b>
Total for T1, (10) Groin Protectors	\$ 1,890.00	\$ 1,988.44	\$ 1,948.50	<b>NO BID</b>
Total for T1, (20) Police ID Panels	\$ 88.00	\$ 92.49	\$ 100.00	<b>NO BID</b>
Total for T1, (10 Sets) 6 Assorted Pouches	\$ 1,990.00	\$ 2,080.92	\$ 2,048.50	<b>NO BID</b>
<b>SUBTOTAL TACTICAL VESTS</b>	<b>\$ 25,608.00</b>	<b>\$ 26,820.82</b>	<b>\$ 26,475.00</b>	<b>\$ -</b>
<b>SRT TACTICAL HELMETS</b>				
Total for T2, (10) Helmets	\$ 4,390.00	\$ 4,265.90	\$ 4,198.50	\$ 4,970.00
Total for T2, 2.1, (10 sets) Helmet Rails	\$ 730.00	\$ 769.94	\$ 758.50	incl. in helmet price
<b>SUBTOTAL TACTICAL HELMETS AND ACCESS.</b>	<b>\$ 5,120.00</b>	<b>\$ 5,035.84</b>	<b>\$ 4,957.00</b>	<b>\$ 4,970.00</b>
<b>VEST RIFLE PLATES</b>				
Total for T3, (20) Vest Plates (PTA-PL 2113ML-3)	\$ 8,780.00	\$ 9,236.99	\$ 9,177.00	\$ 7,000.00
<b>SUBTOTAL VEST RIFLE PLATES</b>	<b>\$ 8,780.00</b>	<b>\$ 9,236.99</b>	<b>\$ 9,177.00</b>	<b>\$ 7,000.00</b>
<b>TACTICAL COMMUNICATION HEADSETS</b>				
Total for T4, (10) TCI Communication Headsets	\$ 5,890.00	\$ 6,190.75	\$ 6,148.50	\$ 8,000.00
Total for T4, 4.1, (10) Gel Filled Inserts	\$ 400.00	\$ 433.53	\$ 428.50	\$ 500.00
<b>SUBTOTAL COMMUNICATIONS EQUIPMENT</b>	<b>\$ 6,290.00</b>	<b>\$ 6,624.28</b>	<b>\$ 6,577.00</b>	<b>\$ 8,500.00</b>
<b>GRAND TOTAL, SRT TACTICAL GEAR</b>	<b>\$ 45,798.00</b>	<b>\$ 47,717.93</b>	<b>\$ 47,186.00</b>	<b>\$ 20,470.00</b>
	Optional Vest Rifle Plate (PTA-PL 2120-5) \$6,380.00			Alternative - PTT-ASU 94 Total Up Charge for Comms. \$150.00

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## MEMORANDUM OF UNDERSTANDING

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Between

THE CRAWFORD COUNTY ATTORNEY'S OFFICE,  
THE BOARD OF CRAWFORD COUNTY COMMISSIONERS,  
THE CITY OF PITTSBURG, KANSAS,

and

THE PITTSBURG POLICE DEPARTMENT

### A. Background:

That on September 17, 2013, the residents of the city of Pittsburg, Kansas passed a half-cent sales tax increase for public safety operations. That the proposition to be voted on was as follows:

Shall a retailers' sales tax in an additional amount of one half of one percent (0.5%) be levied in the City of Pittsburg, Kansas, effective on January 1, 2014, with the proceeds therefrom to be used for the purpose of improving public safety for a time period not to exceed ten (10) years from the date such additional sales tax is first collected?

The above proposition presented to the residents of Pittsburg, Kansas passed with 60% of the voters answering in the affirmative.

A portion of the sales tax proceeds are to be utilized for law enforcement needs. That "[i]t has long been recognized that the county or district attorney is the chief law enforcement official in his jurisdiction...." *Sampson v. Rumsey*, 1 Kan. App. 2d 191 (1977).

The Pittsburg Police Department (PPD) has utilized a portion of the sales tax proceeds to increase its staff and law enforcement officers by 25%. Additionally, the PPD has created specialty units, such as the narcotics task force. The PPD, between 2014 to 2015, has increased the number of drug cases referred for prosecution to the Crawford County Attorney by 124% by adding new patrol officers and specialty units. This increase does not take into consideration the number of criminal charges associated with each case nor the increase in collateral crimes that we have received; such as burglaries and thefts.

Conversely, the County Attorney's office staff and attorneys has not increased in an amount necessary to promptly and efficiently address the high volume of cases being referred by the PPD for prosecution.

**B. Purpose:**

This MOU sets forth a collaborative effort between the Crawford County Attorney's Office, the Board of Crawford County Commissioners, the City of Pittsburg, and the Pittsburg Police Department to provide funding for an Assistant County Attorney (ACA) position and one support staff member to prosecute felony and civil forfeiture cases arising within the city limits of Pittsburg, KS and directly investigated by the PPD.

**C. Funding:**

The ACA will be considered an employee of the Crawford County Attorney's Office. The hiring/termination of the ACA shall be made by the Crawford County Attorney with input from the City of Pittsburg and the PPD. The City of Pittsburg will provide funding for the salary of the ACA. The ACA shall be assigned to prosecute felony cases and civil forfeitures arising within the city limits of Pittsburg, KS and directly investigated by the PPD. The salary shall initially be paid for by the County's General Fund, but reimbursed by the City of Pittsburg on the last business day of every month. The City of Pittsburg and the Crawford County Attorney shall agree upon the salary rate for the ACA.

The ACA's office will be located at the Pittsburg Law Enforcement Center. Health benefits are to be provided by Crawford County. The ACA would also be eligible for KPERS and costs associated with the same shall be the responsibility of Crawford County as the employer. The Crawford County Attorney shall provide the necessary funds for yearly CLE dues, attorney registration fees for the State of Kansas, yearly membership to the Kansas Bar Association and the costs associated with the yearly required twelve hours of continuing legal education.

Additionally, the County Attorney's office will employ a part-time support staff for the ACA whose salary is to be paid for by the Crawford County Attorney's budget. This position shall also be located at the Pittsburg Law Enforcement Center.

The City of Pittsburg agrees to provide the ACA with a computer and cell phone. The support staff member shall be provided a computer by the City of Pittsburg. All office expenses, such as utilities and office supplies, associated with the ACA and the support staff member shall be paid for by the City of Pittsburg.

The Crawford County Attorney's Office shall be responsible for providing the ACA with Westlaw legal research online access and the costs associated with the same.

The ACA's and the part-time support staff member's employment is at-will and may be terminated at any time, with or without cause, and this agreement does not in any way imply or guarantee a right to employment now or in the future.

**D. Duties of the Assistant County Attorney:**

The ACA shall report directly to the Crawford County Attorney. The ACA shall have a supervisory role to the part-time dedicated support staff member assigned to assist the ACA.

The ACA shall be responsible in disseminating to opposing counsel all discovery in each case being prosecuted by them in accordance with the policies of the Crawford County Attorney's Office and to comply with the victim's bill of rights, K.S.A. 74-7333, *et seq.* and Article 15, § 15 of the Kansas Constitution.

The Crawford County Attorney and the ACA shall develop a protocol for charging and declining cases. The ACA, following the established protocol, shall be given discretion as to which felony cases to file and decline. If the ACA wishes to file cases outside of the established protocol, approval would be required by the Crawford County Attorney. The Crawford County Attorney and the ACA shall establish guidelines for prosecution once a case is filed. Any deviation from the guidelines of prosecution shall be approved by the Crawford County Attorney.

The ACA shall also file civil forfeiture cases on behalf of the PPD pursuant to K.S.A. 60-4101, *et seq.* Pursuant to K.S.A. 60-4117(c)(3)(A), the County Attorney's office shall receive reasonable attorney fees in the amount of 15% of the total proceeds on an uncontested forfeiture or 20% of the total proceeds in a contested forfeiture; less the amounts listed in subsection (c)(1) and (2). The County Attorney agrees to use a portion of these allocated fees for training and conferences for the ACA.

The ACA agrees to work closely with the PPD and be available to them on a 24 hour on call basis.

The ACA shall not issue any press releases or speak to members of the media without first consulting with and receiving the approval of the Crawford County Attorney. The ACA agrees to comply with all applicable Kansas Rules of Professional Conduct.

**E. Miscellaneous:**

The City of Pittsburg shall provide technical assistance and will collaborate with the Crawford County Information Technology Department in providing access to the Crawford County Attorney's FullCase and FullCourt system to be used by the ACA and the support staff member.

**F. Duration:**

This MOU is at-will and may be modified by mutual consent of the authorized officials of the Crawford County Attorney's Office, the City of Pittsburg, the Board of Crawford County Commissioners and the Pittsburg Police Department.

This MOU shall become effective upon signature of all authorized officials. This agreement shall expire on December 31<sup>st</sup> of every year unless all parties agree to another one year extension. The one year extension shall be in writing and be signed by all parties by November 1<sup>st</sup> of each year.

APPROVED, DATED AND AGREED TO BY THE FOLLOWING:

\_\_\_\_\_  
Michael Gayoso, Jr.  
Crawford County Attorney  
Date: 5/13/16

\_\_\_\_\_  
Daron R. Hall  
City of Pittsburg Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mendy Hulvey  
City of Pittsburg Chief of Police  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Tom Moody, Chairman  
Board of Crawford County Commissioners  
Date: 05-13-16

~~Chuck Munsell~~ **John Ketterman**  
\_\_\_\_\_  
City of Pittsburg Mayor  
Date: \_\_\_\_\_



**FINANCE AND ADMINISTRATION**

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4100

[www.pittks.org](http://www.pittks.org)

## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Jamie Clarkson, Finance Director

**DATE:** May 16, 2016

**SUBJECT:** City Natural Gas Accounts

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The City currently partners with the Greenbush Energy Group to obtain natural gas for these four City locations: the Wastewater Treatment Plant, the Memorial Auditorium, Fire Station #1 and the Asphalt Plant.

The current Greenbush Energy Group natural gas contract is with Center Point Energy. The Greenbush Energy Group is changing to nTherm LLC for the next contract year. This change will continue to provide additional energy cost savings for the City.

Staff is recommending approval of the attached agreement form which will allow the City to continue as a member of the Greenbush Energy Group and to purchase natural gas from nTherm LLC for the above mentioned City locations.

cc: Tammy Nagel, City Clerk



May 12, 2016

## GREENBUSH ENERGY GROUP

The Greenbush Energy Group is pleased to announce nTherm, LLC as the recommended provider of our natural gas supply for the 2016-17 year. CenterPoint Energy Services has provided an outstanding service, however, with the emergence of new suppliers into the Kansas market, it was prudent to re-bid our natural gas supply and transportation services. All bids were extremely competitive with nTherm, LLC as the bidder the Advisory Committee felt met the needs of the group. The nTherm, LLC price for transportation services and margin is approximately 40% lower than our current price and includes monthly balancing which eliminates cash in/cash out charges and simplifies monthly invoices.

You will be contacted by a representative from nTherm, LLC within the next two weeks to make arrangements for the transfer of service including the notification to the utility and pipeline of the change in supplier. You should also be receiving a contractual agreement for supply and transportation services. This should be signed and returned to nTherm, LLC, after BOE approval, to insure a smooth transition.

Attached is the 2016-17 Greenbush Energy Group Participation Agreement and Hedging Authorization Form, and a Usage Release Authorization Form allowing the utility to release your usage history to nTherm, LLC so they can do the best job possible serving your needs. Please return both copies signed as soon as you receive board approval.

Karen Simpson, our representative with CenterPoint for the last eight (8) years, will be our representative with our new supplier, nTherm, LLC. Karen knows our business extremely well. We can expect a continuation of the great service she has provided in the past.

Any questions should be directed to David Banks 316.990.8385.

Regards,

David Banks



# Greenbush Energy Group Participation Agreement & Hedging Authorization 2016-2017

Our city agrees to participate in the Greenbush Energy Group to acquire natural gas. The costs associated with this program are as follows:

Participation fee: \$450 annually per City, provides for training district personnel, bid quotes from qualified vendors, purchasing recommendation, initial savings analysis, and the establishment of account services. Fee cannot be prorated.

Service cost fee: Five cents (\$0.05) per Mcf per year based on previous year's usage. Charges cover the following services: email updates, market analysis, strategic buying, legislative and regulatory activity updates, invoices reconciliation of bills, and contract oversight. Fees are prorated based on your start date (i.e. December 2015 start = December 2015 - June 2016 usage). Natural Gas product supplier will provide start dates.

*The above fees will be billed separately by Greenbush.*

Please mark one of the following:

I authorize the Greenbush Energy Group to make a decision on my behalf, for the 2016-2017 school year, to move from an index-based price to a fixed price under the existing price agreement with nTherm, LLC. In addition, the Greenbush Energy Group may determine the month(s) and percentage of historic usage volumes for which said fixed price(s) are to be in effect. This authorization allows Greenbush Energy Group to act on my behalf with nTherm, LLC for the length of my current supply contract, and includes any extensions.

\_\_\_\_\_ Our district will contact nTherm, LLC directly to lock in our 2016-2017 natural gas prices.

_____		_____
(Authorized Signature)	(Title) <u>Mayor</u>	(Date)
_____		
(City Name, Address)		
<u>The City of Pittsburg</u>		
_____		
<u>201 W. 4th - P.O. Box 688</u>		
_____		
<u>Pittsburg, KS 66762</u>		
_____		
<u>Jamie Clarkson</u>	<u>620-231-4100</u>	_____
(City contact)	(Phone number)	(Fax number)
_____		<u>jamiec@pittks.org</u>
		(E-mail address)
_____		
<u>Tammy Nagel</u>	<u>620-231-4100</u>	_____
(City contact)	(Phone number)	(Fax number)
_____		<u>tammy.nagel@pittks.org</u>
		(E-mail address)

**Please complete and return to Fred Meier or Cinda Holmes, Southeast Kansas Education Service Center, P.O. Box 189, Girard KS. 66743, or fax 620.724.6284.**



## TRANSPORTATION AFFIDAVIT

City of Pittsburg, whose facilities are located at,

Customer Name

201 W 4<sup>th</sup> St, Pittsburg, KS 66762

Physical Address

transports natural gas through the facilities of

Kansas Gas Service, a division of ONE Gas Inc., pursuant to its applicable tariffs.

This affidavit is effective: **July 1, 2016**, whereby authorize:

**nTherm, LLC, 3773 Cherry Creek N Dr, Suite 575, Denver, CO 80209**

**to:**

Marketer / Address

- Forward to Kansas Gas Service Company our monthly nomination and any nomination revisions.
- Receive information concerning our accounts.
- Receive duplicate monthly billing statements upon request.
- Coordinate the aggregation of my natural gas usage with that of other Kansas Gas Service customers also served by the same marketer for purposes of balancing.

These authorizations will continue until a subsequent Transportation Affidavit or written cancellation is provided to Kansas Gas Service Company.

Signature \_\_\_\_\_

Title Mayor

Printed Name John Ketterman

Phone # 620-231-4100

### Emergency Contact Information:

**Primary:** Jamie Clarkson

Name

[jamiec@pittks.org](mailto:jamiec@pittks.org)

E-mail

620-231-4100

Day Phone

Evening Phone

Cell/Pager

Fax (Other)

**Secondary:** Tammy Nagel

Name

[tammy.nagel@pittks.org](mailto:tammy.nagel@pittks.org)

E-mail

620-213-4100

Day Phone

Evening Phone

Cell/Pager

Fax (Other)



EXHIBIT A  
TRANSACTION CONFIRMATION

Date: May 17, 2016

This Transaction Confirmation is made a part of and is subject to all terms and conditions set forth in the Natural Gas Sales Agreement effective May 17, 2016 and by and between CITY OF PITTSBURG ("Buyer") and **NTHERM, LLC** ("Seller") (the "Agreement").

Term – July 1, 2016 – June 30, 2017. The Buyer shall have the right to request a one year extension of the term up to two additional one year contract periods, with the option for a refreshed price agreed upon by both parties by Apr 1<sup>st</sup> with an option to cancel with 30 days written notice before the expiration date of the then current term.

Price - The price shall be the Inside FERC's Gas Market Report, Prices of Spot Gas Delivered to Pipelines, "Southern Star, Texas, Oklahoma, Kansas" Index plus \$0.165 for all required volumes, plus applicable fuel and taxes. In the event that an Index on which the Index Price is based is eliminated or a price is not reported in such Index then Seller will use a commercially reasonable substitute Index or pricing mechanism. Any or all Index volumes may be converted to Fixed Price or Option Related volumes upon the mutual agreement of Buyer and Seller.

Tax Status - If Buyer is Tax Exempt, Buyer will forward all necessary Tax Exempt documentation to Seller via fax, email or mail within 30 days of the Effective Date of this Transaction Confirmation. If Buyer's Tax Exempt status changes during the course of this agreement, Buyer is responsible to provide Seller with all necessary documentation of Tax Exemption.

Quantity - All gas shall be sold on a base load full requirement basis. Gas will be delivered on a uniform basis throughout the month.

Delivery Point – Applicable City Gate.

Type of Service – The delivery will be firm.

Operational Flow Order/Critical Notice - Should an Operational Flow Order or Critical Notice be in effect, Seller will attempt to increase Buyer's nomination up to their expected peak usage.

Billing and Payment - Buyer shall pay the amounts invoiced within thirty (30) days of the date on which the invoice is issued subject to terms and conditions specified on the invoice and in the Natural Gas Sales Agreement.

In the event of Early Termination by Buyer, the balance of this agreement and any subsequent Transaction Confirmations will be immediately cashed out at the then current market prices as determined by Seller. Any balances owed to Seller after Buyer is cashed out will be paid to Seller in accordance with payment terms and conditions specified in this agreement and the Natural Gas Sales Agreement.

Execution of this document constitutes an agreement whereby Seller agrees to sell and Buyer agrees to purchase and pay for certain quantities of Gas pursuant to the terms and conditions herein and of the Agreement. The undersigned hereby warrant that each is a duly authorized representative capable of binding its respective party to the terms and conditions herein and of the Agreement.

**The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) business days of receipt unless otherwise specified in the Base Contract. This Transaction Confirmation will not bind or be enforceable against Seller unless and until signed by an authorized representative of Seller.**

Buyer

CITY OF PITTSBURG

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Seller

NTHERM, LLC

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B  
FACILITY LOCATOR**

Customer Name: CITY OF PITTSBURG

Utility	Facility Name	Address	City	State	Zip	Account #	Meter #
KGS	Fire Station #1	911 W 4 <sup>th</sup> St	Pittsburg	KS	66762	510139294-1179028	1208061365
KGS	Mem Audit	503 N Pine St	Pittsburg	KS	66762	510597590-1179227	1200544484
KGS	Asphalt Plant	1301 N Walnut St	Pittsburg	KS	66762	510436606-1179942	1200032250
KGS	DSPSL	1920 S Olive St	Pittsburg	KS	66762	510294318-1187880	1200013490



**NTHERM, LLC  
NATURAL GAS SALES AGREEMENT**

These General Terms & Conditions are entered into between **CITY OF PITTSBURG** (“Buyer”) and **NTHERM, LLC** (“Seller”) as of May 17, 2016 (“Effective Date”). Each of Buyer and Seller may be referred to hereafter as a “Party” or collectively as the “Parties”. This Natural Gas Sales Agreement with all executed Transaction Confirmations together form a single, integrated agreement and shall be referred to as the “Agreement”.

**NOTICES:** All written notices, confirmations and other correspondence relating to this Agreement shall go to:

<b>Buyer</b>	<b>Seller</b>
<b>Notices/Confirmations Contact: Jamie Clarkson</b>	<b>Notices/Confirmations Contact: Karen L Simpson</b>
<b>Address: 201 W 4<sup>th</sup>, PO Box 688</b>	<b>Address: 3773 Cherry Creek N Dr, Suite 575</b>
<b>City/State/Zip: Pittsburg, KS 66762</b>	<b>City/State/Zip: Denver, CO 80209</b>
<b>Phone: 620-230-5607</b>	<b>Phone: 719-285-5155</b>
<b>Fax: 620-230-5697</b>	<b>Fax: 303-845-9609</b>
<b>Email: jamiec@pittks.org</b>	<b>Email: ksimpson@ntherm.com</b>
<b>Invoices Contact: Tammy Nagel</b>	<b>Invoices: David Vastine</b>
<b>Address: 201 W 4<sup>th</sup>, PO Box 688</b>	<b>Address: 3773 Cherry Creek N Dr, Suite 575</b>
<b>City/State/Zip: Pittsburg, KS 66762</b>	<b>City/State/Zip: Denver, CO 80209</b>
<b>Phone: 620-231-4100</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax: 303-845-9609</b>
<b>Email: tammy.nagel@pittks.org</b>	<b>Email: dvastine@ntherm.com</b>
	<b>Bank: Wells Fargo</b>
	<b>Account Number:9068352856</b>
	<b>Wire: 121000248</b>
	<b>ACH: 102000076</b>

1. Obligations - Transactions shall be confirmed by a transaction confirmation in the form of the Exhibit A attached hereto (the "Transaction Confirmation") that will specify the commercial terms of the transaction. Following execution by both parties, the Transaction Confirmation shall be effective and be subject to the Natural Gas Sales Agreement. In the event of a conflict between the General Terms and Conditions and the terms of a Transaction Confirmation, the terms of the Transaction Confirmation shall govern.

2. Term - This Natural Gas Sales Agreement shall commence on the Effective Date and shall automatically renew in one year increments unless cancelled by either party with at least 60 days written notice prior to the first of the month. If any Transaction Confirmation remains in effect at the time of termination, then such termination will not become effective until the expiration of the Transaction Confirmation(s).

3. Point of Delivery - Gas sold hereunder shall be delivered to Buyer for Buyer's account at the delivery point identified in the Transaction Confirmation (the "Delivery Point"). Seller shall be responsible and pay for transporting the Gas to the Delivery Point, and Buyer shall be responsible and pay for transporting the

Gas from the Delivery Point. Title to, possession and risk of loss of all Gas shall pass at the Delivery Point to Buyer. At and after the Delivery Point, Buyer shall be responsible for all fees and expenses imposed on or related to Gas delivered hereunder.

4. Performance Obligation - Seller will sell and Buyer will purchase hereunder Gas in quantities equal to Buyer's Gas requirements for each Buyer facility specified in a Transaction Confirmation during the term of such Transaction Confirmation. Buyer shall pay all penalties, cashouts and other charges that are caused by or result from variances between volumes nominated for a Buyer facility in a Transaction Confirmation and volumes consumed by such facility. If such charges are paid by Seller then Buyer will promptly reimburse, indemnify and hold Seller harmless for such charges.

5. Measurement and Quality of Gas - All gas shall be measured by metering equipment owned and maintained by Buyer's utility. Buyer's utility tariff, as it may be changed from time to time, will determine the quality requirements, units of measurement, and all other delivery specifications with respect to the gas delivered hereunder.

6. Change in Law - If any change in law occurs and results in new or modified fees, costs of performance, or other charges being incurred by Seller, all such incremental amounts may be allocated and billed to Buyer as an adjustment to the price listed in the Transaction Confirmation.

7. Taxes - Seller shall be responsible for payment of, all taxes with respect to the Gas delivered and/or this Agreement that arise prior to the Delivery Point. Buyer will be responsible for payment of all taxes with respect to the Gas delivered and/or this Agreement at and after the Delivery Point. Buyer agrees to indemnify and hold harmless Seller from any tax payments made on behalf of Buyer on tax exemptions.

8. Billing and Payment - All payments by Buyer shall be made in accordance with payment methods as specified on the invoice and any subsequent Transaction Confirmation. In the event Buyer disputes the amount payable in any invoice, Buyer shall pay all invoiced amounts and Seller will credit any overpayment to Buyer in a subsequent invoice following the resolution of the dispute. In the event Buyer fails to pay full amount due Seller, interest on the remaining balance will accrue at a rate of 1.5% per month, or the maximum allowable rate by law, whichever is more. Interest will accrue until the unpaid balance is paid.

9. Credit Requirements - If Seller has reasonable grounds for insecurity regarding the performance of any obligation under this agreement, Buyer will provide Seller written information in order for Seller to evaluate Buyer's creditworthiness. Seller may require adequate assurance from Buyer to perform any obligation under this Agreement. If Buyer fails to provide adequate assurance as determined by Seller within 3 business days from the date assurance is demanded, then Seller may along with other legal remedies, terminate or suspend deliveries to Buyer which may result in the Buyer being returned back to the utility for as such amount of time as specified by the Buyer's Utility Tariff.

10. Force Majeure - Upon delivery of reasonably specific written notice of its inability to perform, the notifying Party shall not be liable to the other Party for any failure to perform any provision or obligation of this Agreement (except Buyer's obligations to pay for Gas delivered) if such failure is caused by or results from Force Majeure. "Force Majeure" means any cause beyond the reasonable control of the Party failing to perform that could not have been prevented or avoided through that Party's exercise of reasonable diligence, including, but not limited to, any act of God; federal, state or other Law: fires, freezes, floods, storms, inclement weather or other similar occurrences such as strikes, war, interruption or curtailment of firm transportation or storage, lockouts, riots, terrorism or sabotage. The notifying party shall use reasonable efforts within its control to eliminate or remedy the disabling cause and restore performance. During any periods that Seller suspends deliveries due to Force Majeure, Buyer may purchase its gas from Buyer's utility. Once the period of suspension ends, Buyer will resume purchases from Seller.

11. Warranties and Representations - Each Party warrants and represents to the other on the Effective Date and upon executing any Transaction Confirmation that: (1) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (2) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (3) that each person who executes

this Agreement on behalf of it has full and complete authority to do so and has the capacity to independently evaluate this Agreement and all subsequent transactions, and the relevant markets (including the appropriateness or suitability thereof) and has made its own decision to enter into this Agreement and each transaction; (4) there is no material event or other agreement which would impair its right, authority or ability to execute this Agreement or any Transaction Confirmation;(5) it is entering into this Agreement and each transaction with a full understanding of all of the risks (economic and otherwise) and it is capable of assuming and willing to assume those risks.

12. Limitation of Liability - The parties confirm that the express remedies and measures of damages provided in this Agreement satisfy its essential purposes. If no remedy is expressly provided the obligator's liability will be limited to direct and actual damages. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE FOR, AND LOSSES SHALL NOT INCLUDE, ANY DAMAGES OTHER THAN ACTUAL AND DIRECT DAMAGES, AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO CLAIM ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES.**

13. Confidentiality - Seller shall not disclose the terms of this Agreement to any third party (other than to its affiliates and its affiliates' employees, lenders, counsel, consultants, accountants, advisors, or prospective purchasers with a need to know such information and who have agreed to keep such information confidential) except as required by applicable law or as necessary to perform its obligations under this Agreement.

14. Governing Law; Venue and Jurisdiction - The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Colorado. The Parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts situated in the city of Denver, Colorado. The Parties hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection which they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the state and federal courts situated in Denver, Colorado.

15. Assignment - This contract may not be assigned by Buyer without the Seller's written consent. Such consent shall not be unreasonably withheld, conditioned or delayed.

**BUYER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT ON THE PART OF THE SELLER EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AND WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**

Buyer

CITY OF PITTSBURG

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Seller

N THERM, LLC

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Special Provisions**

Buyer: City of Pittsburg

Buyer and Seller hereby amend Buyer’s current Natural Gas Sales Agreement as described below. Capitalized terms used and not otherwise defined in these Special Provisions shall have the respective meaning ascribed to such terms in the Agreement.

**Item 2.** Delete entire paragraph. Term is referenced on Transaction Confirmation.

**Item 4.** Delete entire paragraph. Transaction Confirmation is full requirements.

**Item 14.** Delete “State of Colorado” and replace with “State of Kansas” in first sentence. Delete “Denver, Colorado” and replace with “Topeka, Kansas” in second and last sentence.

**Item 16.** Add:

If a governmental authority approves an increase in tariff rates applicable to the transportation of gas under this Agreement, and if such increase renders the continued purchase of gas by Buyer uneconomic, Buyer shall have the right to terminate this Agreement, in writing, which termination will be effective on the first day of the month following the expiration of 30 days following such notice (“Early Termination Date”). Upon the Early Termination Date, the Buyer must commence purchasing its gas requirements from its local utility or local distribution company and Seller will terminate such Transactions entered into by it in connection with providing the supply of gas hereunder. Such Transactions shall be subject to liquidation of any fixed price position.

Buyer

CITY OF PITTSBURG

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seller

NTHERM, LLC

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/13/2016			177209		
C-CHECK	VOID CHECK	V	5/13/2016			177210		
C-CHECK	VOID CHECK	V	5/13/2016			177214		
C-CHECK	VOID CHECK	V	5/13/2016			177230		
C-CHECK	VOID CHECK	V	5/13/2016			177231		
C-CHECK	VOID CHECK	V	5/13/2016			177232		
C-CHECK	VOID CHECK	V	5/13/2016			177235		
C-CHECK	VOID CHECK	V	5/13/2016			177236		
C-CHECK	VOID CHECK	V	5/13/2016			177237		

\* \* 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:	9	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			9	0.00	0.00	0.00
BANK: *		TOTALS:	9	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/04/2016 THRU 5/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1369	CITY ATTORNEYS ASSOCIATION OF	R	5/06/2016			177156		65.00
6865	MICHAEL S COLE	R	5/06/2016			177157		43.48
7509	EVERETT L COUCH JR	R	5/06/2016			177158		1,000.00
4263	COX COMMUNICATIONS KANSAS LLC	R	5/06/2016			177159		205.32
0021	CUES	R	5/06/2016			177160		407.51
0375	WICHITA WATER CONDITIONING, IN	R	5/06/2016			177161		5.00
6964	GAMMON EQUIPMENT CO	R	5/06/2016			177162		1,062.36
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	5/06/2016			177163		482.93
1	JONES, JASON	R	5/06/2016			177164		200.00
0380	KANSAS DEPARTMENT OF REVENUE	R	5/06/2016			177165		25.00
6489	LEKTRO INC	R	5/06/2016			177166		3,931.59
7510	PARSONS HOUSING AUTHORITY	R	5/06/2016			177167		129.00
5969	JOSEPH G POLLARD CO INC	R	5/06/2016			177168		260.88
0349	UNITED WAY OF CRAWFORD COUNTY	R	5/06/2016			177169		101.77
5589	VERIZON WIRELESS SERVICES, LLC	R	5/06/2016			177170		530.91
7309	MICHAEL F. WALKER	R	5/06/2016			177171		67.57
1108	WESTAR ENERGY	R	5/06/2016			177172		91.12
5371	PITTSBURG FAMILY YMCA	R	5/06/2016			177173		147.44
7511	VAL S VENTRO	R	5/06/2016			177174		120.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	5/13/2016			177206		6.22
2004	AIRE-MASTER OF AMERICA, INC.	R	5/13/2016			177207		16.40
0523	AT&T	R	5/13/2016			177208		4,435.52

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/04/2016 THRU 5/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1616	CITY OF PITTSBURG	R	5/13/2016			177211		75.00
5283	CLASS LTD	R	5/13/2016			177212		198.60
4263	COX COMMUNICATIONS KANSAS LLC	R	5/13/2016			177213		1,666.15
0699	DRIVERS LICENSE GUIDE CO	R	5/13/2016			177215		29.95
7151	TOTALFUNDS BY HASLER	R	5/13/2016			177216		1,510.45
7414	KANSAS GAS SERVICE (ESG)	R	5/13/2016			177217		95.00
6656	KNIPP EQUIPMENT INC	R	5/13/2016			177218		643.00
0787	KANSAS NAHRO	R	5/13/2016			177219		482.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	5/13/2016			177220		370.80
6750	HW LOCHNER, BWR DIVISION	R	5/13/2016			177221		59,832.40
1	NICHOLS, BRIANNA DANIELLE	R	5/13/2016			177222		342.50
7512	OKLAHOMA DARE OFFICER'S ASSOCI	R	5/13/2016			177223		2,000.00
0403	SOUTHWEST NAHRO	R	5/13/2016			177224		479.00
6752	CAREY STEIER	R	5/13/2016			177225		284.06
1	STORY, DOUG & JULIE	R	5/13/2016			177226		5,835.03
7053	U.S. PEROXIDE, LLC	R	5/13/2016			177227		17,393.07
7332	GEORGE VANDERPOOL	R	5/13/2016			177228		160.00
5589	VERIZON WIRELESS SERVICES, LLC	R	5/13/2016			177229		7,115.21
2350	WASTE CORPORATION OF MISSOURI	R	5/13/2016			177233		308.78
1108	WESTAR ENERGY	R	5/13/2016			177234		94,822.08
1	WHITESELL, TATE	R	5/13/2016			177238		150.00
7436	YOUNG & ASSOCIATES, P.A.	R	5/13/2016			177239		5,093.25

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 5/04/2016 THRU 5/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	5/05/2016			999999		1,342.58
0044	CRESTWOOD COUNTRY CLUB	E	5/09/2016			999999		348.69
0046	ETTINGERS OFFICE SUPPLY	E	5/09/2016			999999		370.45
0046	ETTINGERS OFFICE SUPPLY	E	5/16/2016			999999		396.67
0055	JOHN'S SPORT CENTER, INC.	E	5/09/2016			999999		4,445.21
0055	JOHN'S SPORT CENTER, INC.	E	5/16/2016			999999		120.00
0056	NEWSPAPER HOLDINGS	E	5/09/2016			999999		175.01
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	5/09/2016			999999		873.00
0077	THE LITTLE SHOP OF FLOWERS	E	5/09/2016			999999		35.00
0084	INTERSTATE EXTERMINATOR, INC.	E	5/09/2016			999999		562.00
0101	BUG-A-WAY INC	E	5/09/2016			999999		10.00
0105	PITTSBURG AUTOMOTIVE INC	E	5/09/2016			999999		579.01
0105	PITTSBURG AUTOMOTIVE INC	E	5/16/2016			999999		340.08
0117	THE MORNING SUN	E	5/09/2016			999999		125.42
0117	THE MORNING SUN	E	5/16/2016			999999		94.90
0129	PROFESSIONAL ENGINEERING CONSU	E	5/16/2016			999999		2,849.63
0133	JIM RADELL CONSTRUCTION INC	E	5/09/2016			999999		3,735.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	5/16/2016			999999		26.00
0142	HECKERT CONSTRUCTION CO INC	E	5/09/2016			999999		43,806.61
0194	KANSAS STATE TREASURER	E	5/09/2016			999999		5,414.65
0199	KIRKLAND WELDING SUPPLIES	E	5/16/2016			999999		20.00
0202	CLIFF HIX ENGINEERING INC	E	5/09/2016			999999		195.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/04/2016 THRU 5/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0207	PEPSI-COLA BOTTLING CO OF PITT	E	5/09/2016			999999		93.30
0224	KDOR	D	5/05/2016			999999		2,310.57
0224	KDOR	D	5/09/2016			999999		4,846.15
0276	JOE SMITH COMPANY, INC.	E	5/09/2016			999999		386.05
0286	R & R PRODUCTS INC	E	5/09/2016			999999		293.34
0300	PITTSBURG FORD-MERCURY, INC.	E	5/09/2016			999999		145.46
0321	KP&F	D	5/06/2016			999999		45,093.82
0329	O'MALLEY IMPLEMENT CO INC	E	5/09/2016			999999		456.16
0345	VICTOR L PHILLIPS CO	E	5/16/2016			999999		1,170.98
0516	AMERICAN CONCRETE CO INC	E	5/09/2016			999999		1,037.50
0530	THYSSENKRUPP CORPORATION	E	5/16/2016			999999		1,508.00
0571	WILBERT MFG. & SUPPLY	E	5/09/2016			999999		170.25
0577	KANSAS GAS SERVICE	E	5/16/2016			999999		581.87
0627	BOETTCHER SUPPLY INC	E	5/09/2016			999999		89.14
0690	TREASURED IMAGES	E	5/16/2016			999999		91.80
0728	ICMA	D	5/06/2016			999999		896.23
0746	CDL ELECTRIC COMPANY INC	E	5/09/2016			999999		422.50
0779	PITTSBURG COMMUNITY THEATRE	E	5/16/2016			999999		2,713.00
0805	BROADWAY ANIMAL HOSPITAL PA	E	5/09/2016			999999		833.00
0806	JOHN L CUSSIMANIO	E	5/09/2016			999999		270.00
0866	AVFUEL CORPORATION	E	5/09/2016			999999		14,788.35
0870	PENNINGTON SEED INC	E	5/09/2016			999999		805.60

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/04/2016 THRU 5/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0910	SCAFFA	E	5/09/2016			999999		125.00
1050	KPERS	D	5/06/2016			999999		35,137.10
1075	COASTAL ENERGY CORP	E	5/09/2016			999999		1,643.50
1478	KANSASLAND TIRE OF PITTSBURG	E	5/16/2016			999999		14.00
1490	ESTHERMAE TALENT	E	5/16/2016			999999		25.00
1576	PAVING MAINTENANCE SUPPLY INC	E	5/16/2016			999999		242.22
1792	B&L WATERWORKS SUPPLY, LLC	E	5/09/2016			999999		5,119.22
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	5/09/2016			999999		107.43
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	5/16/2016			999999		69.94
2035	O'BRIEN ROCK CO., INC.	E	5/09/2016			999999		4,888.49
2111	DELL MARKETING L.P.	E	5/16/2016			999999		4,756.95
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/16/2016			999999		668.71
2352	DONNA PASHIA	E	5/09/2016			999999		728.00
2433	THE MORNING SUN	E	5/09/2016			999999		132.40
2825	KANSAS DEPT OF ADMINISTRATION	E	5/16/2016			999999		640.44
2921	DP2 BILLING SOLUTIONS, LLC	E	5/16/2016			999999		4,818.31
2960	PACE ANALYTICAL SERVICES INC	E	5/09/2016			999999		409.00
2960	PACE ANALYTICAL SERVICES INC	E	5/16/2016			999999		150.00
3192	MUNICIPAL CODE CORP	E	5/16/2016			999999		435.60
3248	AIRGAS USA LLC	E	5/09/2016			999999		2,156.25
3376	ALL STAR PRO GOLF INC	E	5/09/2016			999999		201.25
3570	AMERICAN EXPRESS, INC	D	5/04/2016			999999		196.32

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/04/2016 THRU 5/17/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3802	BRENNTAG MID-SOUTH INC	E	5/09/2016			999999		1,280.00
4059	PSU - PRINTING & DESIGN SERVI	E	5/09/2016			999999		31.67
4072	MERCHANT E-SOLUTIONS	D	5/04/2016			999999		74.90
4307	HENRY KRAFT, INC.	E	5/09/2016			999999		75.10
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	5/09/2016			999999		47.00
4489	WEIS FIRE & SAFETY EQUIP. CO.,	E	5/09/2016			999999		7,929.00
4618	TRESA MILLER	E	5/09/2016			999999		944.00
5014	MID-AMERICA SANITATION	E	5/09/2016			999999		750.00
5049	CRH COFFEE INC	E	5/09/2016			999999		85.60
5275	US LIME COMPANY-ST CLAIR	E	5/16/2016			999999		4,317.81
5482	JUSTIN HART	E	5/16/2016			999999		60.00
5552	NATIONAL SIGN CO INC	E	5/09/2016			999999		532.41
5566	VINYLPLEX INC	E	5/09/2016			999999		5,903.52
5590	HD SUPPLY WATERWORKS, LTD.	E	5/09/2016			999999		4,681.10
5855	SHRED-IT US JV LLC	E	5/16/2016			999999		21.04
5904	TASC	D	5/06/2016			999999		7,533.47
5957	PASTEUR PROPERTIES LLC	E	5/09/2016			999999		400.00
6175	HENRY C MENGHINI	E	5/16/2016			999999		953.59
6192	KATHLEEN CERNE	E	5/09/2016			999999		600.00
6252	INTECONNECT, INC	E	5/16/2016			999999		386.00
6415	GREAT WEST TANDEM KPERS 457	D	5/06/2016			999999		4,061.00
6508	JOHN H BAILEY	E	5/09/2016			999999		210.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6577	GREENSPRO INC	E	5/09/2016			999999		152.00
6658	DAVIS-MOORE INC	E	5/09/2016			999999		76,951.80
6718	NATIONAL SCREENING BUREAU	E	5/09/2016			999999		243.00
6752	CAREY STEIER	E	5/09/2016			999999		248.43
6772	INDUSTRIAL CRATING INC	E	5/09/2016			999999		1,770.00
6807	ENVIRONMENTAL RESOURCES	E	5/09/2016			999999		278.19
6822	ELIZABETH BRADSHAW	E	5/09/2016			999999		515.00
6926	MARTIN KYLE SAYRE	E	5/16/2016			999999		962.49
6995	SUMMER WARREN	E	5/09/2016			999999		320.00
7028	MATTHEW L. FRYE	E	5/16/2016			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	5/09/2016			999999		41.25
7038	SIGNET COFFEE ROASTERS	E	5/16/2016			999999		41.25
7087	PITTSBURG STATE UNIVERSITY FOU	E	5/16/2016			999999		175,000.00
7118	SP DESIGN & MFG, INC	E	5/09/2016			999999		3,071.58
7240	JAY HATFIELD CERTIFIED USED CA	E	5/16/2016			999999		2,918.71
7283	CORESOURCE, INC	D	5/05/2016			999999		17,951.71
7283	CORESOURCE, INC	E	5/09/2016			999999		39,159.27
7290	DELTA DENTAL OF KANSAS INC	D	5/06/2016			999999		4,203.05
7290	DELTA DENTAL OF KANSAS INC	D	5/13/2016			999999		3,186.70
7335	TRUSS LLC	E	5/09/2016			999999		5,714.29
7401	JAMI L CROWDER	E	5/09/2016			999999		1,533.14
7418	NEWEDGE SERVICES, LLC	E	5/09/2016			999999		11,649.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7427	OLSSON ASSOCIATES, INC	E	5/09/2016			999999		280.00
7464	JOPLIN FLOOR DESIGNS INC	E	5/09/2016			999999		59,000.00
7473	CAROL BAKKE	E	5/16/2016			999999		100.00
7487	AARON OTHMER	E	5/09/2016			999999		600.00

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	44	212,221.35	0.00	212,221.35
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	13	126,833.60	0.00	126,833.60
EFT:	101	527,867.58	0.00	527,867.58
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: 80144 TOTALS:	158	866,922.53	0.00	866,922.53
BANK: 80144 TOTALS:	158	866,922.53	0.00	866,922.53
REPORT TOTALS:	167	866,922.53	0.00	866,922.53

Passed and approved this 24<sup>th</sup> day of May, 2016.

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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk



**FINANCE AND ADMINISTRATION**  
201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4100  
[www.pittks.org](http://www.pittks.org)

## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Jamie Clarkson, Director of Finance

**DATE:** May 12, 2016

**SUBJECT:** Fiscal year 2015 audit report and acceptance of Comprehensive Annual Financial Report (CAFR)

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Please place this item on the May 24, 2016 City Commission agenda. Audrey Odermann of Mize Houser & Co., P.A., will be attending the meeting to provide an overview and answer questions.

cc: Tammy Nagel, City Clerk

## INTEROFFICE MEMORANDUM

To: City Manager Daron Hall

From: Fire Chief Mike Simons

CC:

Date: Tuesday, May 24, 2016

Subject: Special Presentation: Search and Rescue Equipment

---

Fire Chief, Mike Simons, will give a special presentation on the new Search and Rescue equipment and vehicles that have been provided from Homeland Security. This equipment has recently been placed in service and is part of our regional Task Force 4 Search and Rescue team.

**OpportunitySpace, Inc  
SERVICES AGREEMENT**

**1. PARTIES**

OpportunitySpace  
OpportunitySpace, Inc.  
50 Milk St, 17<sup>th</sup> Floor  
Boston, MA 02109  
T: 857-366-1666  
E: info@opportunityspace.org

Dept. of Housing & Community Development  
City of Pittsburg, Kansas  
201 W. 4th St.  
P.O. Box 688  
Pittsburg, KS 66762

This Services Agreement is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

**2. TERMS AND TERMINATION**

2.1 Term Provided that Client signs and returns this Services Agreement to OpportunitySpace no later than May 30, 2016, this Services Agreement is effective as of the date of Client's signature ("Effective Date"). This Agreement shall be automatically extended for an unlimited number of one (1) year periods, unless one or more of the parties gives written notice of non-renewal to the other at least three (3) months prior to the expiration of the then existing Term.

2.2 Termination Either party may terminate if the other party materially breaches this Services Agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this Services Agreement all rights granted to Client are cancelled and revert to OpportunitySpace.

**3. PROFESSIONAL SERVICES**

OpportunitySpace will provide the various Professional Services to the Client. This includes, but is not limited to: implementation of web-based technology, data processing and conversion, and/or related training services ("Professional Services") described in the Terms of Reference attached hereto as Exhibit A.

3.1 Intellectual Property OpportunitySpace will retain full ownership and rights to products and services that are developed during the course of our engagement with the Client, including, but not limited to source code, work flow diagrams, software designs, object codes, manuals, work books, engagement notes, business rules, and technology and off-line intellectual property. The Client will retain full rights and ownership of original data that it provides to OpportunitySpace.

3.2 Warranty OpportunitySpace will commence and complete the Professional Services in a sound manner consistent with the practices and standards of care generally accepted within and expected of OpportunitySpace's industry.

3.3 Client Participation As required, Client agrees to provide OpportunitySpace with appropriate access to the Client-owned property data systems and other resources including, but limited to, those referenced in Exhibit A to complete the engagement. Client acknowledges that the implementation process described in this Services Agreement is cooperative in nature and that Client must complete its designated tasks in a timely manner in order for OpportunitySpace to proceed with and complete the Professional Services. Client delays during the implementation period may have adverse collateral effects on OpportunitySpace's overall work schedule. Although OpportunitySpace will use its best efforts to immediately resume work following such a delay, Client acknowledges that schedules for the Professional Services may be delayed by more than just the number of days delayed by Client.

### 3.4 Compensation

3.4.1 Fees In exchange for the Professional Services Client will pay to OpportunitySpace the amounts indicated in Exhibit A according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to OpportunitySpace supplied to OpportunitySpace by Client and based on OpportunitySpace's interpretation of the work to be performed. In addition to such amounts Client will reimburse OpportunitySpace for airfare, lodging, rental transportation, meals and other miscellaneous expenses at current rates. OpportunitySpace will not exceed the expenses for related travel articulated in Exhibit A without the Client's written consent. OpportunitySpace will endeavor to minimize travel expenses and conform to established Federal GSA guidelines for travel related costs. Upon Client request OpportunitySpace will provide scanned or copied receipts of other appropriate documentation supporting claimed expenses and other charges.

3.4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Client will be responsible for payment of all federal state or provincial and local taxes and duties except those based on OpportunitySpace's income. If Client is exempt from certain taxes Client will provide OpportunitySpace with an appropriate certificate of exemption. Client will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty 30 calendar days from the dates of the invoices. OpportunitySpace may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past due billings have been paid in full by Client.

## 4. CONFIDENTIALITY

4.1 Definitions "Disclosing Party and "Recipient" refer to the party which discloses information and the party to which information is disclosed, respectively, in a given exchange. Either OpportunitySpace or Client may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans or works in progress, even where such works when completed

would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive and any information that Disclosing Party marks or otherwise designates as “Confidential” or “Proprietary” will be deemed and treated as Confidential Information. Information which qualifies as “Confidential Information” may be presented to Recipient in oral written graphic and/or machine readable formats. Regardless of presentation format such information will be deemed and treated as “Confidential Information”. Notwithstanding, the following specific classes of information are not Confidential Information within the meaning of this Section:

- information which is in Recipient possession prior to disclosure by Disclosing Party
- information which is available to Recipient from a third party without violation of this Services Agreement or Disclosing Party intellectual property rights
- information disclosed pursuant to Subsection 4.4 below:
- information which is in the public domain at the time of disclosure by Disclosing Party or which enters the public domain from a source other than Recipient after disclosure by Disclosing party
- information which is subpoenaed by governmental or judicial authority; and
- information subject to disclosure pursuant to the Kansas Public Records Law

4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this Services Agreement Confidentiality Term

4.3 Confidentiality Obligations During the Confidentiality Term Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party’s advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party in a timely fashion and in a manner not inconsistent with applicable laws to protect the Confidential Information to the fullest extent possible.

4.4 Publicity During the term of this Services Agreement including the term of any amendment hereto OpportunitySpace may publicly disclose its ongoing business relationship with Client Such disclosures may indicate Client identity and the OpportunitySpace products and services provided or contracted to be provided to Client. These disclosures may include press releases or other communications to media displayed on OpportunitySpace web sites or use in other marketing activities, but will not include non-public information or indicate Client express endorsement of OpportunitySpace products or services without Client’s prior written authorization.

## 5. OTHER TERMS AND CONDITIONS

5.1 Mutual Indemnification: OpportunitySpace agrees to indemnify defend and hold Client and its officers agents and employees harmless against any claims suits or damages arising out

of physical property damage or bodily injury caused by the negligence or misconduct of OpportunitySpace or its employees or agents while the terms and conditions of this Services Agreement remain enforceable. Subject to Client limitations of liability based on the Laws of Indiana, Client agrees to indemnify defend and hold OpportunitySpace and its officers agents and employees harmless against any claims suits or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Client or its employees or agents while the terms and conditions of this Services Agreement remain enforceable.

- 5.2 Limitation of Liability: OpportunitySpace provides no warranty whatsoever for any third party hardware or software products. Third-party applications that utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this Services Agreement. OpportunitySpace bears no liability for and has no obligation to remedy such effects. Except as set forth herein OpportunitySpace provides all Professional Services “as is” without express or implied warranty of any kind regarding the character function capabilities or appropriateness of such services or deliverables. In no event will OpportunitySpace’s cumulative liability for any general incidental special compensatory or punitive damages whatsoever suffered by Client or any other person or entity exceed the fees paid to OpportunitySpace by Client during the twelve (12) calendar months.
- 5.3 Force Majeure: If either party is delayed in its performance of any obligation under this Services Agreement due to causes or effects beyond its control that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 5.4 Dispute Resolution: This Services Agreement is governed under the laws of Kansas.
- 5.5 Assignment OpportunitySpace may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. OpportunitySpace may subcontract with qualified third parties to provide portions of the Professional Services described hereinabove.
- 5.6 Survival The following provisions will survive the termination or expiration of this Services Agreement Section 3.4 and all subsections thereof as to Client obligation to pay any fees accrued or due at the time of termination or expiration Section 4 and all subsections thereof and Section 5 and all subsections thereof with the exceptions of Subsections 5.1 5.3 and 5.4.
- 5.7 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Client.
- 6 Severability Amendment If any particular provision of this Services Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Services Agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension modification or amendment of this Services Agreement will be effective unless it is described in writing and signed by the Parties.

## Services Agreement



7 Scope of Work OpportunitySpace will provide various implementation services to City to assist in prioritizing targeted interventions in properties and to facilitate strategic disposition of parcels.

7.1 Implementation services will include data management, workflow design, and training.

7.2 The scope of work for implementation services is described in the Terms of Reference attached hereto as Exhibit A.

8 Support and Service Levels OpportunitySpace will provide Support Services to the Client to assure continued effective use of products and services offered by OpportunitySpace.

8.1 This includes, but is not limited to: response to client inquiries, resolution of client issues, and correction of deficiencies in software and services provided. Support Services are defined as Exhibit B.

8.2 OpportunitySpace provides assurance of system availability as defined in Exhibit B.

*Signature Page Follows*

**Services Agreement**



OpportunitySpace, Inc.

City of Pittsburg, KS

By: \_\_\_\_\_

By: \_\_\_\_\_

Andrew Kieve \_\_\_\_\_  
(Print)

John Ketterman  
(Print)

Sr. VP of Business Development  
(Title)

Mayor  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Exhibits A and B Follow

###

*OpportunitySpace Services Agreement Signature Page*

## Exhibit A

### Terms of Reference

#### **Terms of Reference (“Terms”) pertaining to the Agreement between the CITY OF PITTSBURG, KANSAS, (“City”) and OPPORTUNITYSPACE, INC (“OpportunitySpace”)**

Subject: Terms outlining the project to assist the City in prioritizing targeted interventions in problem properties and facilitating strategic dispositions of City-owned parcels

#### **I. Objectives**

The principal objective of the project is to facilitate the return of vacant, abandoned, blighted, and otherwise underutilized property to productive uses that serve the economic and social well-being of City. Specific objectives are to:

- Define a systematic, data-driven approach to prioritize the City’s redevelopment efforts relating to addressing distressed properties
- Provide an unbiased methodology to justify resource allocations for interventions on distressed properties
- Raise the public awareness of available properties and connect potential owners with available properties
- Leverage technology as a means to alleviate resource constraints within City

#### **II. Strategies**

- Identify internal and external data sources that can assist in prioritizing surplus and distressed properties for intervention and disposition
- Build a map-based web application, BuildingBlocks (“Tool”), that integrates parcel-specific data from across the City along with market-strength indicators from internal and/or external sources
- Enable strategic targeting of distressed properties based on filterable criteria
- Provide customizable reporting and analytics based on City-specific interventions
- Define and implement integration pathways that ensure data remains timely and relevant
- Deploy a searchable, public-facing inventory that allows potential acquirers to connect with available properties

#### **III. Term of Engagement**

From the date of approval of these Terms, OpportunitySpace anticipates delivery of a first generation Tool customized to the City’s processes and priorities in ten weeks, with completion of integration pathways within 16 weeks.

Key program phases, activities, and timing are detailed below. These are subject to change based on the ability of OpportunitySpace to secure access and/or data, to solicit feedback/direction from City, and to gain the requisite approval to launch the Tool.

#### **Timeline and Key Activities (Phases may take place concurrently)**

##### Phase 1 (two weeks): Scoping and research

- City and OpportunitySpace to define project objectives, timelines, roles, and responsibilities
- City and OpportunitySpace to align on project scope and deliverables (“Scope”)
- City to inform OpportunitySpace of data sets and sources to be included in the Tool
- OpportunitySpace to deliver wireframe for first iteration of Tool, then refine based on input from City

Phase 2 (four weeks): Listing platform

- City and OpportunitySpace to align on directional content of public-facing listing platform
- City to deliver to OpportunitySpace data and content (or sources for data and content) to be published
- OpportunitySpace to build beta site (inclusion of property-specific or programmatic content subject to delivery and approval by the Government)
- City to test site functionality and refine content in beta test site, providing OpportunitySpace with feedback and updates to be made
- OpportunitySpace to execute on changes within the agreed-upon directional content
- The City to secure access to relevant sites from which to hyperlink to the City inventory and to embed dynamic maps
- OpportunitySpace to launch City webpages

Phase 3 (four weeks): Data mapping

- OpportunitySpace and City to identify sources of data for the Tool
- City to provide OpportunitySpace access to data (or sources for data)
- OpportunitySpace to perform preliminary data audit and map data to filters
- OpportunitySpace to execute “dry run” of model with initial data extracts

Phase 4 (two weeks): Workflow design

- City to provide OpportunitySpace with information detailing corrective or punitive interventions<sup>1</sup> in distressed properties
- OpportunitySpace to design custom workflows pertaining to City’s interventions, then refine based on input from City
- OpportunitySpace to launch tool with static data
- OpportunitySpace to train selected City users on the use and maintenance of the tool

Phase 5 (six weeks): Data integration

- OpportunitySpace to research relevant data base architecture used by City, define pathways for data integration
- OpportunitySpace to integrate with relevant data systems, if possible (“pull”), and/or define process for periodic delivery of updated data sets (“push”)

Phase 6 (ongoing, up to one year from execution of Agreement): Hosting

- OpportunitySpace to continue hosting the Tool
- OpportunitySpace to provide data and content updates as required, in keeping with Scope
- OpportunitySpace to provide customer support
- OpportunitySpace to implement upgrades in concert with ongoing maintenance and improvements of the broader OpportunitySpace site

OpportunitySpace will advise City in advance of any major changes to this working schedule.

**IV. Costs and Expenses**

The cost for development, deployment, integration, and hosting of the Tool, along with the listing platform, for a period of one year is three thousand (\$3,000) dollars payable upon execution of the Agreement.

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<sup>1</sup> Code enforcement, demolition, title-taking, e.g.

## Services Agreement



In addition to such amounts, the City will reimburse OpportunitySpace for travel, lodging, rental transportation, meals, and other reasonable expenses. All travel and related expenses will occur only at the request of the City, and should the City prefer for OpportunitySpace to perform all work remotely without incurring additional expenses, OpportunitySpace will comply. In advance of incurring expenses, all anticipated expenditures and rates must be provided by OpportunitySpace to City and must be pre-approved by the City. Expenses incurred by OpportunitySpace without the expressed written consent of the City are not guaranteed to be reimbursed.

# Exhibit B

## Service Level Agreement

### Introduction

This service level agreement (SLA) describes the levels of service that the City of Pittsburg, KS ('the client') will receive from OpportunitySpace ('the supplier'). This SLA is included as part of the license agreement between the client and the supplier.

### Purpose

The client depends on the software and services (together: 'the IT system') that are provided, maintained and supported by the supplier. Some of these items are of significant importance to the business.

This service level agreement sets out what levels of availability and support the client is guaranteed to receive for specific parts of the system. It also explains what remedies will be available to the client.

This SLA forms an important part of the license agreement between the client and the supplier. It aims to enable the two parties to work together effectively.

### Scope

### Parties

This SLA is between:

<b>The client:</b>	<b>The supplier:</b>
City of Pittsburg, KS 201 W. 4 <sup>th</sup> St. Pittsburg, KS 66762 P.O. Box 688 Key contact: Becky Gray, Director of Housing and Community Development becky.gray@pittks.org	OpportunitySpace 50 Milk St 17 <sup>th</sup> Floor Boston, MA 02109 T: 857-366-1666 E: info@opportunityspace.org

## Dates and reviews

This agreement begins on [date] and will run for a period of **12 months**.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the client’s IT system.

## Equipment, software and services covered

This SLA covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the client and supplier.

Please note:

The supplier guarantees **response times** for all items listed in this section.

The supplier guarantees **uptime** only for items with a tick in the **Covered for uptime?** column.

These items have been assigned a priority level, from 1 (most important) to 3 (least important). The priority levels help determine the guaranteed uptime and response time.

Item type	Priority	Covered for uptime?
BuildingBlocks Application	1	<input checked="" type="checkbox"/>
Marketplace Application	2	<input checked="" type="checkbox"/>
Support Services	1	<input type="checkbox"/>
Implementation Services	2	<input type="checkbox"/>
Conversion Services	3	<input type="checkbox"/>
Training Services	3	<input type="checkbox"/>

## Exclusions

This SLA is written in a spirit of partnership. The supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This SLA does not apply to:

Any equipment, software, services or other parts of the IT system not listed above  
Software, equipment or services not purchased via and managed by the supplier

Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that is **not recommended**.
- The client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services.
- The client has prevented the supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond the supplier's control. For instance: floods, war, acts of god and so on.

This SLA also does not apply if the client is in breach of its contract with the supplier for any reason (e.g. late payment of fees).

Having said all that, OpportunitySpace aims to be helpful and accommodating at all times, and will do its absolute best to assist City of Pittsburg wherever possible.

## Responsibilities

### Supplier responsibilities

The supplier will provide and maintain the IT system used by the client.

Additionally, the supplier will:

- Ensure relevant software, services and equipment are available to the client in line with the uptime levels listed below.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the client at all times.

## Client responsibilities

The client will use the supplier-provided IT system as intended.

Additionally, the client will:

- Notify the client of issues or problems in a timely manner.
- Provide the supplier with access to equipment, software and services for the purposes of implementation, maintenance, updates and fault prevention.
- Maintain good communication with the supplier at all times.

## Guaranteed uptime

### Uptime levels

In order to enable the client to do business effectively, the supplier guarantees that certain items will be available for a certain percentage of time.

These uptime levels apply to items in the **Equipment, software and services covered** table that show a tick in the '**Covered for uptime?**' column.

The level of guaranteed uptime depends on the priority level of each item:

<u>Priority level</u>	<u>Guaranteed uptime</u>
1	97 %
2	95%
3	90%

### Measurement and penalties

Uptime is measured the using supplier’s automated systems, over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (for instance, a 31-day month contains 44,640 minutes).

If uptime for any item drops below the relevant threshold, a penalty will be applied in the form of a credit for the client.

This means the following month’s fee payable by the client will be reduced on a sliding scale.

The level of penalty will be calculated depending on the number of hours for which the service was unavailable, minus the downtime permitted by the SLA:

Priority level	Penalty per hour (Pro-rated to nearest minute)
1	5% of prorated monthly fee
2	2% of prorated monthly fee
3	1% of prorated monthly fee

**Important notes:**

- Uptime penalties in any month are capped at 50% of the total monthly prorated fee
- Uptime measurements exclude periods of routine maintenance. These must be agreed between the supplier and client in advance.

## Guaranteed response times

When the client raises a support issue with the supplier, the supplier promises to respond in a timely fashion.

The supplier will provide a standard support procedure that will include:

- A telephone support process
- An online support request process
- Acknowledgement of receipt of a support request
- Ability for client to assign severity levels to support requests

## Response times

The response time measures how long it takes the supplier to respond to a support request raised via the supplier’s online support system.

The supplier is deemed to have responded when it has replied to the client’s initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in this table:

		Issue severity (see <b>Severity levels</b> section, below)			
		<u>Fatal</u>	<u>Severe</u>	<u>Medium</u>	<u>Minor</u>
Priority	1	30 minutes	90 minutes	2 hours	8 hours
	2	90 minutes	2 hours	3 hours	12hours
	3	2 hours	3 hours	4 hours	16 hours

Response times are measured from the moment the client submits a support request via the supplier’s support system.

Response times apply during standard working hours (8am — 5pm) only, unless the client and supplier specifically agree to out of hours support.

## Severity levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation — **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation — **large number of users or critical functions affected.**
- **Medium:** Limited degradation — **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation — **few users or one user affected.** Business processes

can continue.

## Escalation

Issues identified will be assigned a severity level by the client and severity levels will determine response time requirements.

Supplier will provide an escalation procedure for issues that client considers to have been inadequately addressed. Issues can be escalated by client to a higher authority within supplier’s hierarchy.

## Measurement and penalties

Response times are measured using the supplier’s support ticketing system, which tracks all issues from initial reporting to resolution.

It is vital the client raises every issue via this system. If an issue is not raised in this way, the guaranteed response time does not apply to that issue.

If the supplier fails to meet a guaranteed response, a penalty will be applied in the form of a credit for the client.

This means the following month’s fee payable by the client will be reduced on a sliding scale.

The level of penalty will be calculated depending on the number of hours by which the supplier missed the response time, minus the downtime permitted by the SLA:

Priority level	Penalty per hour (Pro-rated to nearest minute)
1	5% of prorated monthly fee
2	2% of prorated monthly fee
3	1% of prorated monthly fee

### Important notes:

- Response time penalties in any month are capped at 50% of the total monthly fee
- Response times are measured during working hours (9am — 5pm).
- For instance, if an issue is reported at 5pm with a response time of 60 minutes, the supplier has until 9am the following day to respond.

## Resolution times

The supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the client's systems are key to its business and that any downtime can cost money. However, the supplier is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously. In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

## Right of termination

The supplier recognizes that it provides services that are critical to the client's business.

If the supplier consistently fails to meet the service levels described in this document, the client may terminate its entire contract with the supplier, with no penalty.

This right is available to the client **if the supplier fails to meet these service levels more than five times in any single calendar month.**



**OpportunitySpace, Inc.  
WEB-BASED SOFTWARE/END USER LICENSE AGREEMENT**

**1. PARTIES**

OpportunitySpace  
OpportunitySpace, Inc.  
50 Milk St, 17<sup>th</sup> Floor  
Boston, MA 02109  
T: 857-366-1666  
E: [info@opportunityspace.org](mailto:info@opportunityspace.org)

Dept. of Housing & Community Development  
City of Pittsburg, Kansas  
603 N. Pine St.  
P.O. Box 688  
Pittsburg, KS 66762

This License Agreement is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

**2. TERMS AND TERMINATION**

2.1 Term Provided that Client signs and returns this License Agreement to OpportunitySpace no later than May 30, 2016, this License Agreement is effective as of the date of Client's signature ("Effective Date"). This Agreement shall be automatically extended for an unlimited number of one (1) year periods, unless one or more of the parties gives written notice of non-renewal to the other at least three (3) months prior to the expiration of the then existing Term.

2.2 Termination Either party may terminate if the other party materially breaches this License Agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this License Agreement all rights granted to Client are cancelled and revert to OpportunitySpace. Upon termination, you shall cease all administrative use of OpportunitySpace, shall surrender all access codes/keys, and destroy all copies of the platform (in whole or in part) in your possession or control.

**3. WEB-BASED SOFTWARE/END USER LICENSE**

3.1 License The web-based software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provision. OpportunitySpace retains full ownership of the Software and grants to Client a limited, nonexclusive, nontransferable license to use the Software subject to the following terms and conditions:

3.1.1 The Software is licensed to you, not sold.

3.1.2 The software is provided for use by Client employees and Client users (private partners, jurisdictional counterparts, and residents/citizens).

- 3.1.3 The Software will be delivered or made available to Client via Internet access. The license is granted for use on a computer or other internet-enabled device that you own or otherwise are authorized to use. You may not (i) reproduce the Software or make it available for use to any other party, (ii) rent, lease, lend, sell, redistribute or sublicense your license to use the Software, or (iii) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software, or any part thereof except as and only to the extent any foregoing restriction.
- 3.1.4 The Software is web-based/accessed via Internet, and therefore little or no installation should be required on Client computers. OpportunitySpace will provide the Client with instructions to access the software and will also provide the Client with an unlimited number of administrative log-ins to access the features agreed in Exhibit A.
- 3.1.5 Client may not make any form of derivative work from the Software, although Client is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Client by OpportunitySpace.
- 3.1.6 Client is liable to OpportunitySpace for any losses incurred as the result of unauthorized reproduction or distribution of the Software, which occur while the Software is in Client's possession or control.
- 3.1.7 Client may use the Software to conduct relevant real estate property management, planning, and civic engagement functions relating to properties within both its own geographical and political boundaries, and may not sell, rent, assign, sublicense, lend, or share any of its rights under this License Agreement.
- 3.1.8 Client is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operations of the Software; Client is not entitled to receive source code for the Software.
- 3.1.9 OpportunitySpace will not be liable to you or any other party for any loss or damage in your election to terminate your use of our Software.
- 3.1.10 OpportunitySpace reserves all rights not expressly granted to you.
- 3.1.11 This license pertains specifically to the Software and NOT the original data held within the Software. The Client retains all ownership and rights to its data that it populates in the OpportunitySpace platform. OpportunitySpace will retain ownership and rights to derivative products and services of the data. Any open access and external use of those derivative products and services will be attributed to OpportunitySpace.

### 3.2 License Warranties

- 3.2.1 OpportunitySpace warrants that it has full power and authority to grant this license and that as of the effective date of this License Agreement, the Software does not infringe on any existing intellectual property rights of any third party.
- 3.2.2 You expressly acknowledge that use of the Software by you or any of your agents is at

your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

- 3.2.3 OpportunitySpace has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product data or apparatus not provided by OpportunitySpace. OpportunitySpace provides no warranty whatsoever for any third party hardware or software products that are used in conjunction with the OpportunitySpace platform.
- 3.2.4 To the maximum extent permitted by applicable law, the Software and any services performed or provided by the Software (“Services”) are provided “as is” and “as available” with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with the respect to the Software and any services, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.
- 3.2.5 We do not warrant against interference with your enjoyment of the Software, the functions contained in, or services will meet your requirements, that the operation of the Software or services will be uninterrupted or error-free, or that defects in the Software or services will be corrected. No oral or written information or advice given by us or our authorized representatives shall create a warranty to the extent not prohibited by law.
- 3.2.6 The Software may provide access and direct links to third party websites and services, which you acknowledge we do not control and for which we disclaim all responsibility. You use such services and third party websites at your own risk.

**4. COMPENSATION**

- 4.1 License Fees In exchange for the Software license described hereinabove Client will pay to OpportunitySpace the amounts indicated in Exhibit A of the Services Agreement.
- 4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes if any Client will be responsible for payment of all federal state or provincial and local taxes and duties except those based on OpportunitySpace’s income. If Client is exempt from certain taxes Client will provide OpportunitySpace with an appropriate certificate of exemption. Client will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty 30 calendar days from the dates of the invoices OpportunitySpace may at its sole discretion suspend its obligations hereunder without penalty until payments for all past due billings have been paid in full by Client.

**5. CONFIDENTIALITY**

- 5.1 Definitions “Disclosing Party” and “Recipient” refer to the party which discloses information and the party to which information is disclosed, respectively, in a given exchange. Either OpportunitySpace or Client may be deemed Disclosing Party or Recipient depending on the

circumstances of a particular communication or transfer of information. “Confidential Information” means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans or works in progress, even where such works when completed would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive and any information that Disclosing Party marks or otherwise designates as “Confidential” or “Proprietary” will be deemed and treated as Confidential Information. Information which qualifies as “Confidential Information” may be presented to Recipient in oral written graphic and/or machine readable formats. Regardless of presentation format such information will be deemed and treated as “Confidential Information”. Notwithstanding the following specific classes of information are not Confidential Information within the meaning of this Section:

- information which is in Recipient possession prior to disclosure by Disclosing Party
- information which is available to Recipient from a third party without violation of this License Agreement or Disclosing Party intellectual property rights
- information which is in the public domain at the time of disclosure by Disclosing Party or which enters the public domain from a source other than Recipient after disclosure by Disclosing party
- information which is subpoenaed by governmental or judicial authority; and
- information subject to disclosure pursuant to the Kansas Public Records Law

5.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this License Agreement Confidentiality Term.

5.3 Confidentiality Obligations During the Confidentiality Term Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party’s advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party in a timely fashion and in a manner not inconsistent with applicable laws to protect the Confidential Information to the fullest extent possible.

5.4 Publicity During the term of this License Agreement, including the term of any amendment hereto, OpportunitySpace may publicly disclose its ongoing business relationship with Client. Such disclosures may indicate Client identity and the OpportunitySpace products and services provided or contracted to be provided to Client. These disclosures may include press releases or other communications to media, display on OpportunitySpace web sites, or use in other marketing activities, but will not include non-public information or indicate Client express endorsement of OpportunitySpace products or services without Client’s prior written authorization.

## 6. OTHER TERMS AND CONDITIONS

6.1 Mutual Indemnification: OpportunitySpace agrees to indemnify defend and hold Client and its officers agents and employees harmless against any claims suits or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of OpportunitySpace or its employees or agents while the terms and conditions of this License Agreement remain enforceable. Subject to Client limitations of liability based on the Laws of Kansas, Client agrees to indemnify, defend, and hold OpportunitySpace and its officers agents and employees harmless against any claims suits or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Client or its employees or agents while the terms and conditions of this License Agreement remain enforceable.

6.2 Limitation of Liability: OpportunitySpace provides no warranty whatsoever for any third party hardware or software products. Third party applications which utilize or rely upon the license may be adversely affected by remedial or other actions performed pursuant to this License Agreement OpportunitySpace bears no liability for and has no obligation to remedy such effects. Except as set forth herein OpportunitySpace provides Software and related Services "as is" without express or implied warranty of any kind regarding the character function capabilities or appropriateness of such services or deliverables. In no event will OpportunitySpace's cumulative liability for any general incidental special compensatory or punitive damages whatsoever suffered by Client or any other person or entity exceed the fees paid to OpportunitySpace by Client during the twelve 12 calendar months under this License Agreement.

In no event shall we be liable for personal injury, or any incidental, special, direct, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of or disclosure of data (including personal data or information), business interruption or any other commercial damages or losses arising out of or related to your inability to use the Software, however caused, regardless of the theory of liability (contract, tort, or otherwise), and even if we have been advised of the possibility of such damages. Certain jurisdictions do not permit limitation of liability, and in those cases, this shall not apply to you.

6.3 Force Majeure: If either party is delayed in its performance of any obligation under this License Agreement due to causes or effects beyond its control that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

6.4 Dispute Resolution: This License Agreement is governed under the laws of Kansas.

6.5 Assignment OpportunitySpace may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. OpportunitySpace may subcontract with qualified third parties to provide portions of the Services described hereinabove.

6.6 Survival The following provisions will survive the termination or expiration of this License Agreement: Section 4 and all subsections thereof as to Client obligation to pay any fees

## Software License Agreement



accrued or due at the time of termination or expiration; Section 6 and all subsections thereof with the exceptions of Subsections 6.1, 6.3 and 6.4

6.7 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Client.

6.8 Severability Amendment If any particular provision of this License Agreement is determined to be invalid or unenforceable that determination will not affect the other provisions of this License Agreement which will be construed in all respects as if the invalid or unenforceable provision were omitted No extension modification or amendment of this License Agreement will be effective unless it is described in writing and signed by the Parties.

*Signature Page Follows*

**Software License Agreement**



OpportunitySpace, Inc.

Client

By: \_\_\_\_\_

By: \_\_\_\_\_

Andrew Kieve \_\_\_\_\_  
(Print)

John Ketterman  
(Print)

Sr. VP of Business Development  
(Title)

Mayor  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Exhibit A Refers to Exhibit A in the Services Agreement

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