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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 28, 2014
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by K.O. Noonoo of the Pittsburg Presbyterian Church
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the January 14, 2014, City Commission Meeting minutes.
- b. Approval of Ordinance No. S-1012, amending Ordinance S-1011 fixing the salary and compensation of the officers and employees of The City of Pittsburg, Kansas. **First and only reading, if the Governing Body concurs.**
- c. Approval of staff recommendation to award the bid for the Street Widening of the East Side of Homer Street, North of Ford Street to Goins Enterprises, of Joplin, Missouri, based on their low bid meeting specifications of \$33,000 and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
- d. Approval of staff recommendation to enter into a contract in the amount of \$7,382.88 with S & H Management, LLC, for fire services outside the City limits to property located at 2106 West 4th Street and, if approved, authorize the Mayor to sign the contract on behalf of the City.
- e. Approval of staff recommendation to appoint Pam Henderson and Mary Polfer to unexpired terms as members of the Memorial Auditorium Advisory Board effective immediately and to expire on December 31, 2016.
- f. Approval of staff recommendation to accept the donation of 2.6 acres located along 69 Bypass just south of Jaycees Ballpark from John Lock Sr. of Columbus, KS and, if approved, authorize the City Clerk to draft a letter accepting the donation.
- g. Approval of staff recommendation to declare 400 chairs from the lower level of Memorial Auditorium as surplus property and authorize staff to sell the chairs for \$1.00 each.
- h. Approval of the request submitted by Jamie Sponsel to renew the Dance Hall License for Faces Bar, 202 N. Locust, and if approved, authorize the City Clerk to issue the license.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 28, 2014
5:30 PM

- i. Approval of the request a request submitted by Graig Moore to renew the Dance Hall License for Mooreman's, Inc., 1608 S. Broadway, and if approved, authorize the City Clerk to issue the license.
- j. Approval of the Appropriation Ordinance for the period ending January 28, 2014, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. LUCITY, INC. AGREEMENT - Approval of staff request to enter into an Agreement with Lucity, Inc. for the purchase of asset management/work order system software, in the amount of \$101,670.00. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**
- b. ESRI (ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE) AGREEMENT - Approval of staff request to enter into an Agreement with esri, Inc. for the purchase of GIS mapping software, in the amount of \$75,000.00. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**
- c. KDOT RESOLUTION - Approval of staff recommendation to approve a Resolution declaring the eligibility of the City of Pittsburg to submit an application to the Kansas Department of Transportation for use of transportation alternatives funds set forth by the Federal Moving Ahead for Progress in the 21st Century Act for the South Rouse Connector Trail Project in Pittsburg, Kansas and authorizing the Mayor to sign the application. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Resolution 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
January 14th, 2014

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, January 14th, 2014, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Michael Gray presiding and the following members present: John Ketterman, Monica Murnan and Patrick O'Bryan. Commissioner Chuck Munsell participated in the meeting by phone.

Roger John Rank of KSEK Radio provided the invocation.

Mayor Gray led the flag salute.

Mayor Gray noted that Commissioner Munsell will be participating in the meeting by phone.

APPROVAL OF MINUTES – DECEMBER 17th, 2013 - On motion of O'Bryan, seconded by Murnan, the Governing Body approved the December 17th, 2013, Special City Commission Meeting minutes as submitted. Motion carried.

PURCHASE OF PROPERTY – PARKS AND RECREATION DEPARTMENT – On motion of O'Bryan, seconded by Murnan, the Governing Body authorized staff to purchase property from Sam L. Smith and Mary E. Smith located at Playters 3rd Addition Lots 12 & 18-23 Block 7 in the amount of \$10,000. Motion carried.

CEREAL MALT BEVERAGE LICENSE – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the application submitted by the Gorilla Express (2401 South Rouse), for a 2014 Cereal Malt Beverage License and directed the City Clerk to issue the license. Motion carried.

DANCE HALL LICENSE RENEWAL – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the application submitted by Greg Cussimano to renew the Dance Hall License for The 311 Club, 311 East 7th Street and authorized the City Clerk to issue the license. Motion carried.

NEW DANCE HALL LICENSE – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the application submitted by Stacey Tema of DBS Entertainment, LLC, for a new Dance Hall License for the property at 305 North Broadway (Whiskey Bent) and authorized the City Clerk to issue the license. Motion carried.

VIETTI AUTO BODY FORGIVABLE LOAN – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the recommendation of the Economic Development Advisory Committee to forgive Vietti Auto Body's 2013 loan payment in the amount of \$7,550.68, as they have fully complied with the City's requirement for loan forgiveness and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 14th, 2014

BROADWAY AND CENTENNIAL INTERSECTION PROJECT – CONSTRUCTION ENGINEERING SERVICES – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the estimated fees provided by Professional Engineering Consultants, P.A. (PEC) for Construction Engineering (Inspection) Services for the Broadway and Centennial Intersection Improvements Project, KDOT Project No. 19 KA-2617-01 and authorized the Mayor to execute the three party agreement once prepared by KDOT. Motion carried.

KDOT - SAFE ROUTES TO SCHOOL AGREEMENT – On motion of O'Bryan, seconded by Murnan, the Governing Body approved Agreement No. 369-13 between the Kansas Department of Transportation and the City of Pittsburg, Kansas, to secure federal Safe Routes to Schools (SRTS) Program funding, known as Project No. 19 U-0211-01 SRTS-U021(101) (Non-Infrastructure Activities) and authorized the Mayor to execute the Agreement on behalf of the City. Motion carried.

WESTAR ENERGY – SITE ACCESS AGREEMENT – On motion of O'Bryan, seconded by Murnan, the Governing Body approved a Site Access Agreement to grant Westar Energy, Inc. right-of-entry upon land affected by the right-of-entry located in Pittsburg, Crawford County, Kansas, described as Pittsburg Original Town, Block 39, Lots 215 and 216 (2nd and Locust), for environmental investigation and potential remediation as required by the Kansas Department of Health and Environment Consent Order #94-E-0172 issued on October 7, 1994, and authorized the Mayor to execute the agreement on behalf of the City. Motion carried.

ONEOK – CONSENT TO ROADWAY – On motion of O'Bryan, seconded by Murnan, the Governing Body approved a Consent to Roadway with ONEOK, Inc. d.b.a. Kansas Gas Service to allow a private easement held by ONEOK, Inc. to be included in the right-of-way description for the improvements of Homer Street in the vicinity of the Center for Performing Arts currently being requested from Pittsburg State University by the City of Pittsburg and authorized the Mayor to execute the Consent to Roadway on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the Appropriation Ordinance for the period ending January 14th, 2014, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan and O'Bryan. Motion carried.

PURCHASE OF CHAIRS – MEMORIAL AUDITORIUM – On motion of Munsell, seconded by Ketterman, the Governing Body authorized staff to purchase 450 chairs for the lower level of Memorial Auditorium from Ettingers of Pittsburg in the amount of \$11,128.50. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 14th, 2014

SPECIAL PRESENTATION - RETAIL/HOTEL FEASIBILITY STUDY - Jeff Green, of the Jeff Green Partners, provided findings and recommendations following the recent retail/hotel feasibility study conducted for Pittsburg.

NON-AGENDA REPORTS & REQUESTS –

LIMB PICK UP – Director of Parks and Recreation Kim Vogel and Director of Public Works William Beasley announced that crews are currently picking up limbs downed by the December ice storm. Mrs. Vogel reminded citizens that the burn site is also open for citizens to dispose of their limbs.

SOUTHEAST KANSAS RECYCLING CENTER - Commissioner Murnan asked City Manager Daron Hall if he could put a group of individuals together to meet with the Southeast Kansas Recycling Center to see what can be done to help them overcome the struggles they are currently experiencing.

ROB JONES JOURNEY - Mayor Gray noted that Rob Jones, a disabled Veteran, is biking across the United States raising awareness and funds for Veterans' causes. Mr. Jones will arrive in Pittsburg on Thursday, January 16th, 2014.

COMMISSION WORK DAY - City Manager Daron Hall suggested Saturday, April 5th, 2014, as a City Commission Work Day.

JENNI HALL BIRTHDAY - City Manager Daron Hall wished his wife, Jenni Hall, a Happy Birthday.

EXECUTIVE SESSION - On motion of Ketterman, seconded by Murnan, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding personnel matters of nonelected personnel. Motion carried.

The Governing Body recessed into Executive Session at 6:25 p.m.

The Governing Body reconvened into Regular Session at 6:54 p.m.

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

EXECUTIVE SESSION - On motion of O'Bryan, seconded by Ketterman, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding personnel matters of nonelected personnel. Motion carried.

The Governing Body recessed into Executive Session at 6:54 p.m.

The Governing Body reconvened into Regular Session at 7:23 p.m.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 14th, 2014

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

EXECUTIVE SESSION - On motion of Ketterman, seconded by O'Bryan, the Governing Body recessed into Executive Session not to exceed 10 minutes for discussion regarding personnel matters of nonelected personnel. Motion carried.

The Governing Body recessed into Executive Session at 7:23 p.m.

The Governing Body reconvened into Regular Session at 7:32 p.m.

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

ADJOURNMENT: On motion of Murnan, seconded by O'Bryan, the Governing Body adjourned the meeting at 7:32 p.m. Motion carried.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk



HUMAN RESOURCES

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100
www.pittks.org

MEMORANDUM

TO: Daron Hall, City Manager
FROM: Megan Fry, Human Resources
RE: 2014 Salary Ordinance
DATE: January 15, 2014

The 2014 Salary Ordinance is being amended to move the position of City Manager from Section 4 to a part of the salary schedule in Section 5 with an associated pay range.

(Published in The Morning Sun on January 31st, 2014)

ORDINANCE NO. S-1012

AN ORDINANCE AMENDING ORDINANCE S-1011 FIXING THE SALARY AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF PITTSBURG, KANSAS.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

Section 1. Salary and Compensation of Officers and Employees. Officers and employees of the City of Pittsburg, Kansas, shall receive salary and hourly wages, payable in bi-weekly installments, not to exceed the amount set opposite the respective classification of the officer or employee.

Section 2. City Commission. City Commissioners shall serve without compensation. Provided, however, each Commissioner shall be entitled to receive and be reimbursed for any reasonable expenses incurred as the result of trips outside of the City on any City business or expenses incurred by such Commissioners in the performance of any official act for or on behalf of the City.

Section 3. City Manager's Authority. The City Manager is hereby empowered to employ qualified persons to fill any department head position at an annual salary at no more than the maximum amount allowed herein, and to employ qualified persons to fill any position other than department head on an annual salary or hourly wage at no more than the maximum amount allowed herein. Employees' salaries and wages may be increased by the City Manager at reasonable intervals until the maximum amount is reached and as may be allowed and paid from time to time. The City Manager is further empowered to allow salary incentive payments in addition to the base salary amounts contained herein, as authorized by the City Commission, for such items as Fire Department First Responder and EMT certificates, Public Works licenses and operator certificates, and Police education and special assignment duties, provided that such incentive payments do not increase employee pay more than 5% above the maximum amounts shown herein.

Section 4. Legal Officers. The following legal officers shall receive annual salary as herein enumerated:

<u>CLASSIFICATION</u>	<u>ANNUAL SALARY</u>
City Attorney	\$56,014
Legal Advisor / Municipal Court Prosecutor	\$44,782
Municipal Court Judge	\$30,617

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
18E	900	City Manager	\$100,000	\$130,000
17E	730	Assistant City Manager	\$62,095	\$102,473
16E	700 701 702 703 704 705 706 707 708 709 710	City Engineer Director Of Economic Development Director Of Finance & Budget Director Of Human Resources Director Of Parks & Recreation Director Of Public Utilities Director Of Public Works Fire Chief Police Chief Director of Innovation Director of Planning and Community Services	\$56,450	\$93,563
14E	650 651 652 653 654	Assistant Director Of Public Utilities Assistant Director Finance & Admin Assistant Director Of Public Works Deputy Chief Of Police Information Technology Manager	\$47,442	\$78,605
13E	600 601 602 603 605 606 607 608 609 610 611 612 613 614	Admin Support Services Coordinator Battalion Fire Chief Building Official City Clerk Golf Course Superintendent Network Administrator II Operations Superintendent Park Maintenance Superintendent Police Lieutenant Recreation Superintendent Street Superintendent Water Distribution Superintendent WTP Superintendent WWTP Superintendent	\$44,381	\$72,453

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
12E	502 550 551 552 553 554 555 557	Accounting Manager Airport Manager Fire Marshal/Safety Coordinator Memorial Auditorium Manager Network Administrator I Office Manager Public Relations Manager Downtown District Coordinator	\$40,687	\$65,239
11E	500 501 505 506	Stormwater Collection Foreman Utilities Foreman City Planner Public Works Foreman	\$38,071	\$58,874
10E	430	Technical Director	\$34,900	\$53,995
9E	413 414 415 604	Assistant Golf Course Superintendent Clubhouse Manager Parks & Recreation Operations Manager Community Development Specialist	\$32,002	\$49,645

Section 6. Non-Exempt Employees. Amounts listed below are for non-exempt employees who are paid on a hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
10	450 451 452 453 454 455 456 457 458 459 307 460	Administrative Assistant to the City Manager Communications Supervisor Engineering Supervisor Facility Maintenance Supervisor Public Works Supervisor Traffic & Communication Supervisor Water Distribution Supervisor WTP Maintenance Technician WW Collect System Supervisor WWTP Maintenance Technician Municipal Court Administrator Mechanic Supervisor	\$16.78	\$25.96

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
9	401 402 403 404 405 406 418 350	Engineering Technician Field Supervisor Park Forester Project Coordinator Utility Compliance Coordinator WWTP Quality Controller Family Response Advocate Building Inspector	\$15.39	\$23.87
8	351 352 353 354 355 356	Codes Enforcement Inspector Housing Rehab Specialist Information Technology Specialist WTP Operator II WWTP Operator II Staff Accountant I	\$14.11	\$21.82
7	301 302 303 304 305 306 308 309 310 311 312 313 314	Administrative Assistant Cemetery Caretaker Communications Technician Heavy Equipment Operator Housing Assistant Mechanic Stormwater Collection Operator II Street Sweeper Operator Utility Location Specialist Water Specialist WTP Operator I WW Collection System Operator WWTP Operator I	\$12.93	\$19.99
6	230 260 261 262 263 264 265 266 267 269 271	Animal Control Officer Airport Attendant Facility Maintenance Technician Light Equipment Operator Municipal Court Clerk Police Records Clerk Prosecution Clerk Stormwater Collection Operator I Traffic & Communications Technician Water Service Representative Customer Service Specialist	\$11.85	\$18.34

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
5	231 232 233 234 235 236 238 239	Aquatic Center Maintenance Manager Aquatic Center Manager Assistant Clubhouse Manager Building Maintenance Worker Housing Coordinator Maintenance Worker III Umpire Animal Control Technician	\$10.87	\$16.82
4	200 201 202 203 204 205	Clerk Typist Custodian Customer Service Representative GIS Clerk Laborer I Park Maintenance Worker	\$9.97	\$15.42
3	145 146 147 148 149 150 151	Aquatic Center Assistant Manager Assistant Technical Director Instructor Maintenance Worker II Parking Enforcement Officer Recreation Program Leader Security Guard	\$8.12	\$11.67
2	125 126 127 128	Lead Event Worker Maintenance Worker I Park Custodian Scorekeeper	\$7.25	\$9.74
1	100 101 102 103 104 105 106 107 108	Cashier/Concession Worker Clubhouse Worker Event Worker Intern Laborer Lifeguard Maintenance Worker Receptionist Recreation Program Worker	\$7.25	\$7.79

Section 7. Hourly Wages for Full Time Firefighters: Amounts listed below are for non-exempt firefighters who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 106 hours in a 14-day work cycle, based upon 2,912 hours worked in a year.

F4	315	Fire Captain	\$12.68	\$21.02
F3	237	Fire Lieutenant	\$10.74	\$17.79
F2	160	Fire Driver/Operator	\$ 9.09	\$15.06
F1	157	Firefighter I	\$ 7.71	\$12.76

Section 8. Hourly Wages for Full Time Police Officers. Amounts listed below are for non-exempt police officers who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

P4	504	Police Sergeant	\$18.31	\$30.31
P3	419	Crime Analyst	\$15.94	\$26.40
	420	Criminal Investigator		
	421	Narcotics Investigator		
P2	317	Police Officer II	\$13.89	\$23.01
P1	316	Police Officer I	\$12.10	\$20.04

Section 9. Additional Employees. The City Manager may, when necessary, employ additional personnel who shall receive for their services an amount based on the rate being paid for similar work as herein provided, the rate of pay for such work to be determined by the City Manager.

Section 10. Repealed. That Ordinance No. S-1011 of the City of Pittsburg, Kansas, and all other ordinances, or parts of Ordinances, in conflict herewith be, and the same are, hereby repealed.

Section 11. Effective Date. This Ordinance shall take effect as of January 31st, 2014, after its passage and publication in the official City paper.

PASSED THIS 28th DAY OF JANUARY, 2014.

MICHAEL GRAY, Mayor

ATTEST: _____
TAMMY NAGEL, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: January 21, 2014

SUBJECT: Agenda Item – January 28, 2014
DISPOSITION OF BIDS
Street Widening
East Side of Homer Street, North of Ford Street

The City received bids on Tuesday, January 21st, 2014 for the street widening of the east side of Homer Street north of Ford Street. Homer Street is being widened in conjunction with the installation of the drive entrances to the Performing Arts Center to allow for a turn lane on Homer Street at the intersection of Ford Street. Seven bids were received (see attached bid tab sheet). After reviewing the bids received, City staff is recommending that the bid be awarded to the low bidder meeting specs, Goins Enterprises, of Joplin, Missouri, based on their bid of \$33,000.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 28, 2014. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared.

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

Attachment: PEC's Recommendation Memo
Bid Tab Sheet

INTEROFFICE MEMORANDUM

To: BILL BEASLEY

From: BRUCE REMSBERG

CC:

Date: 1/21/14

Subject: Street Widening East Side of Homer St., North of Ford St.

The City received bids today on the above referenced project. Seven bids were received. One of these was declared nonresponsive as the Bidder did not provide a Bid Security and did not use the proper Bid Form. A Bid Tabulation is attached for your information.

The low bidder was Goins Enterprises of Joplin, MO with a responsive bid total of \$33,000, which was under the Engineer's Estimate.

We believe that Goins Enterprises has the expertise and resources to satisfactorily complete this project.

We therefore recommend that the Contract be awarded to Goins Enterprises of Joplin, MO in the amount of \$33,000.

BID TABULATION: CITY OF PITTSBURG, KANSAS Street Widening East Side of Homer Street North of Ford Street Bid Opening: January 21, 2014; 2:00 PM						Goins Enterprises 3255 N County Lane 252 Joplin, MO 64801		Sprouls Construction, Inc. 397 W. DD Hwy Lamar, MO 64759		Bryant and Bryant Const.Inc 703 Mc Nair Halstead, KS 67056	
				ENGINEER'S ESTIMATE							
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	Lump Sum	1	\$15,000.00	\$ 15,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,300.00	\$ 3,300.00	\$ 5,000.00	\$ 5,000.00
2	Erosion Control	Lump Sum	1	1,000.00	1,000.00	1,502.00	1,502.00	500.00	500.00	1,000.00	1,000.00
3	Site Restoration	Lump Sum	1	500.00	500.00	2,000.00	2,000.00	2,000.00	2,000.00	2,500.00	2,500.00
4	Traffic Control	Lump Sum	1	1,000.00	1,000.00	800.00	800.00	1,500.00	1,500.00	2,500.00	2,500.00
5	Contractor Construction Staking	Lump Sum	1	1,000.00	1,000.00	900.00	900.00	500.00	500.00	1,000.00	1,000.00
6	Remove Structures	Lump Sum	1	6,000.00	6,000.00	700.00	700.00	2,500.00	2,500.00	2,500.00	2,500.00
7	7" Concrete Pavement	Sq. Yd.	384	70.00	26,880.00	49.00	18,816.00	52.00	19,968.00	60.00	23,040.00
8	2'-6" Curb and Gutter	Ln. Ft.	242	40.00	9,680.00	21.00	5,082.00	40.00	9,680.00	35.00	8,470.00
PROJECT TOTAL					\$ 61,060.00		\$ 33,000.00		\$ 39,948.00		\$ 46,010.00
						Home Center Construction, Inc. 420 W. Atkinson Pittsburg, KS 66762		Mission Construction Co., Inc. 101 St. Joseph St St. Paul, KS 66771		Marbery Concrete, Inc. 1999 Maple Rd. Fort Scott, KS 66701	
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	Lump Sum	1			\$ 500.00	\$ 500.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00
2	Erosion Control	Lump Sum	1			800.00	800.00	500.00	500.00	3,500.00	3,500.00
3	Site Restoration	Lump Sum	1			2,000.00	2,000.00	3,500.00	3,500.00	4,800.00	4,800.00
4	Traffic Control	Lump Sum	1			2,000.00	2,000.00	1,000.00	1,000.00	5,500.00	5,500.00
5	Contractor Construction Staking	Lump Sum	1			750.00	750.00	3,000.00	3,000.00	1,000.00	1,000.00
6	Remove Structures	Lump Sum	1			1,000.00	1,000.00	4,000.00	4,000.00	10,500.00	10,500.00
7	7" Concrete Pavement	Sq. Yd.	384			77.00	29,568.00	65.00	24,960.00	75.00	28,800.00
8	2'-6" Curb and Gutter	Ln. Ft.	242			69.00	16,698.00	50.00	12,100.00	40.00	9,680.00
PROJECT TOTAL							\$ 53,316.00		\$ 56,560.00		\$ 68,780.00



FINANCE AND ADMINISTRATION
201 West 4th Street · Pittsburg KS 66762

(620) 231-4100
www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Director of Finance

DATE: January 13, 2014

SUBJECT: Outside City Fire Contract with S & H Management LLC

Please place this item on the January 28, 2014 City Commission Agenda. The attached contract is for outside the City fire protection for the S & H Management LLC facility located at 2106 W. 4th Street. The amount calculated for 2014 is \$7,382.88.

Action requested is to approve or disapprove the outside fire contract for S & H Management LLC and if approved authorize the Mayor to sign the contract.

cc: Tammy Nagel, City Clerk

CONTRACT FOR INDUSTRIAL FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into this 28th day of January 2014, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the City and S & H Management LLC, hereinafter called the Contractee, WITNESSETH:

THAT WHEREAS, the said Contractee is in charge of and handling real estate situated in Crawford County, Kansas, and located on West Fourth Street, a distance of approximately $\frac{3}{4}$ mile west of the city limits of Pittsburg, Kansas, and upon which there is located and kept various buildings used by the Contractee in the operation of manufacturing, and within a distance of five (5) miles from the limits of the City of Pittsburg.

AND, WHEREAS, the Contractee has made application to the City of Pittsburg to furnish Industrial Fire Fighting Service for said premises and property.

THEREFORE: Pursuant to the authority vested in the City, according to law, and in consideration of charges and compensation herein provided, to be paid to the City, and in consideration of their mutual covenants and promises, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. The Fire Department of the City shall, when notified, furnish a pumper truck and a minimum of two (2) fire fighters to attend and fight fires that may occur upon the above described premises if, at the time of need for such fire, the Fire Department can spare such equipment and fire fighters. The Fire Department of the City shall make a reasonable effort to attend and extinguish such fires; but it is expressly agreed and understood that the Fire Chief or person in charge of the Fire Department shall have the right in every case to determine whether or not the City can spare any part of its Fire Department equipment and fire fighters at a particular time.
2. IT IS FURTHER AGREED that the City shall not be liable in any way for failure of the Fire Department to attend a fire or put out a fire, or for damages to property or persons, or for any other reason.
3. As compensation for such Industrial Fire Fighting Service to said premises, the Contractee agrees to pay the City of Pittsburg, Kansas, the sum of **\$7,382.88** for the year beginning on the first day of January 2014. Said compensation to the City is based on the mill levy charged to City inhabitants for fire protection and/or the amount necessary to support the operation of the Fire Department. Such mill levy to be multiplied by the Contractee's assessed valuation. Said figure then to be reduced by twenty-five

percent (25%) and which shall be the amount charged, but in no event shall the charge be less than \$150.00 per year. The annual charge shall be re-calculated each year based on succeeding City's mill levy and Contractee's assessed valuation. Said Fire Fighting Services may be extended for additional one-year periods.

4. The City, or the said Contractee, may cancel this contract by the giving of written notice thirty (30) days prior to the date on which cancellation is desired; provided, that cancellation by Contractee shall not provide for any refund of payments made.

IN WITNESS WHEREOF this Contract was signed by the parties this 28th day of January 2014.

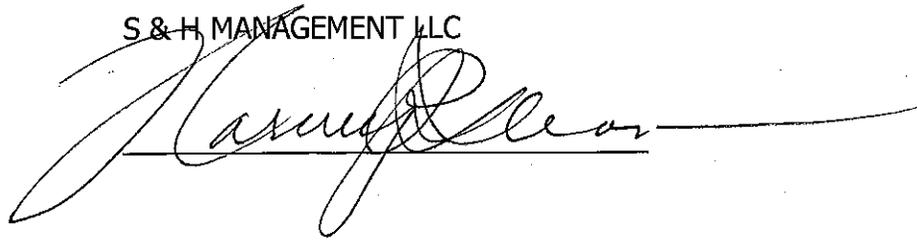
THE CITY OF PITTSBURG, KANSAS

Michael Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk

S & H MANAGEMENT LLC





2014 OUTSIDE CITY FIRE CONTRACT

FIRE DEPARTMENT BUDGET - \$2,588,383 = 22.03 Mills

CITY ASSESSED VALUATION - \$117,495,446

<u>Firm</u>	<u>Assessed Value (1)</u>	x	<u>Mill Levy</u>	x	<u>.75</u> =	<u>Contract Cost</u>
S & H Management LLC 2106 W. 4 th Street	\$446,838	x	22.03	x	.75 =	\$7,382.88

(1) Assessed Valuation figures furnished by County Treasurer's Office.

2013

County Treasurer

JOE WW
REAL ESTATE

S & H MANAGEMENT, LLC

Prop 02106 W 4TH 66762

24-30-24
S24, T30, R24, ACRES 29.1, BEG
1853.1' N & 495' E SW COR, TH
E 835, S 1372.5, W 400, S 435
.6, W 100, N 435.6, W 370, N 7

=	BILL #	VALUE UNIT	GEN TAX	=
=	020966	446838 083	49439.94	=
=	SPECIALS	SEWER	TOTAL TAX	=
=			49439.94	=
=		Half Payment	24719.97	=

D-0156
Levy 110.644

Cls	Apras-Lnd	Apras-Bld	Assessed
C	75620	1711730	446838

MAP NUM 196 24 0 00 02 00200 0

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+++++++
+ UNPAID TAX +
+ 49,439.94 +
+++++++

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NEXT BILL#

F1=Next Record

F2=View Receipt

F7=End Program

INTEROFFICE MEMORANDUM

To: Daron Hall
From: Kim Vogel, Director of Parks and Recreation
Jason Huffman, General Manager of Memorial Auditorium
CC: Tammy Nagel
Date: January 21, 2014
Subject: January 28th Agenda Item:
Memorial Auditorium and Convention Center Advisory Board Appointments

Lara Grooms and Pat Clement have both moved from the City of Pittsburg thus resigning their positions from the Memorial Auditorium Advisory Board. Pam Henderson and Mary Polfer have both expressed interest in filling the unexpired terms of Lara Grooms and Pat Clement. Both unexpired terms run through 2016; at that time both Pam Henderson and Mary Polfer would be eligible to serve a first term.

Pam Henderson served on the Pittsburg City Commission for four years and was the Mayor during one of those years. She has also served on the Little Balkans Festival Association and the Crawford County Convention and Visitors Bureau. Because of her past board memberships Mrs. Henderson has an understanding of the budget of the facility and the organizational structure of Memorial Auditorium and Convention Center.

Mary Polfer was a member of the Stilwell Heritage and Educational Foundation (SHEF) for six years and of that time, served as Chair for four years. Before serving as Chair, she directed the development of the Strategic Plan for SHEF. She also served on the Pittsburg State University Foundation Board for a total of fifteen years. There she also initiated the development of a Strategic Plan for that Foundation. She served in various capacities on the PSU Foundation Board, was Chair of several different committees and served as Chair of the Foundation for two years.

In this regard would you please place an item on the January 28, 2014 City Commission meeting. Action necessary is the approval or disapproval of Pam Henderson and Mary Polfer to the Memorial Auditorium and Convention Center Advisory Board both filling unexpired terms through December 2016.

If you have any questions please do not hesitate to contact me.

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
CC: Tammy Nagel, City Clerk
Date: January 22, 2014
Subject: June 25, 2013 Agenda Item
John Lock Sr. Property Donation

John Lock Sr. would like to donate 2.6 acres (Playters Subdivision SW/4 Sec 19, south 320' Lots 1,2, less part condemned for 69 Bypass) located along 69 Bypass just south of Jaycee Ballpark. Mr. Lock lives in Columbus, KS and has no need for the land, he hopes for it to become a recreational area.

The Parks and Recreation Department sees this as an opportunity to clear out some of the tree line near the Bypass to make Jaycees more visible from the south and to begin plans for a low maintenance natural trail area suitable for walking.

A title search has been conducted by Pittsburg Title, LLC and it is clear. All 2013 taxes have been paid on the property.

In this regard would you please place an item on the January 28, 2014 agenda? Action necessary will be the approval/disapproval of accepting the land offered for donation by John Locke Sr. along 69 Bypass. If approved please have Tammy Nagel, City Clerk, draft a letter accepting the donation to Mr. Lock Sr., 531 W. Central Street Apt. A4, Columbus, KS 66725.

If you have any questions please do not hesitate to call me at 620-230-5538.

INTEROFFICE MEMORANDUM

To: Daron Hall
From: Kim Vogel, Director of Parks and Recreation
Jason Huffman, General Manager of Memorial Auditorium
CC: Tammy Nagel
Date: January 21, 2014
Subject: January 28th Agenda Item:
Surplus of Memorial Auditorium and Convention Center Chairs

Memorial Auditorium and Convention Center staff has been approved to purchase 450 chairs for the lower level of Memorial Auditorium. New chairs are anticipated to arrive in approximately 4 weeks. Staff would like to surplus 400 of the current chairs for \$1.00 per chair. The remaining 60 chairs will be placed in the mezzanine area where they will be set up for meetings and classes in that space.

The chairs will be inventoried and payments will be processed through our RecTrac system. Chairs will be available to be picked up during business hours. We will use our social media sites to advertise first and then paid advertising if necessary.

In this regard would you please place an item on the January 28, 2014 City Commission agenda. Action necessary is the approval of the surplus of 400 chairs from the lower level of Memorial Auditorium and Convention Center.

If you have any questions please do not hesitate to contact me.

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Mendy Hulvey
From: Lieutenant Tim Tompkins
CC:
Date: January 22, 2014
Subject: Dance Hall License Renewal

The City Clerk has received a request for a Dance Hall License Renewal submitted by Ms. Jamie Sponsel, Co-owner of Faces Bar, 202 N. Locust Street. In accordance with the renewal request, I have reviewed the calls for service for the period of February 1, 2013 through January 22, 2014. During the review period the police department received 10 calls for service, completed 3 reports for various offenses, and conducted 5 routine bar checks.

For comparison purposes, during the 2013 review process, the police department again received 10 calls for service, completed 3 reports and conducted 7 routine bar checks. In my opinion, the calls for services, the types of calls received, and the number of reports completed are consistent with past reviews completed as part of the Dance Hall License renewal process. Therefore, I would respectfully recommend the Dance Hall License renewal be approved by the Governing Body and the necessary license issued. Should you have any questions concerning the recommendation, please contact me.

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Mendy Hulvey
From: Lieutenant Tim Tompkins
CC:
Date: January 22, 2014
Subject: Dance Hall License Renewal

The City Clerk has received a request for a Dance Hall License Renewal submitted by Mr. Graig Moore, owner of Mooreman's Inc, 1608 S. Broadway. In accordance with the renewal request, I have reviewed the calls for service for the period of February 1, 2013 through January 22, 2014. During the review period the police department received 44 calls for service, completed 13 reports for various offenses, and conducted 14 routine bar checks. It should be noted that 10 calls for service and 4 reports were associated with vehicle accidents and traffic-related issues on the parking lot, and not directly associated with the bar operation. Of the remaining calls for service, a large majority of the calls were initiated by management requesting assistance in verifying the validity of identifications presented for admittance or to notify the department of large crowds on the parking lot requiring assistance to disperse them.

For comparison purposes, during the 2013 review process, the police department received 65 calls for service, completed 23 reports and conducted 20 routine bar checks. In my opinion, the calls for services, the types of calls received, and the number of reports completed are consistent with past reviews completed as part of the Dance Hall License renewal process. Therefore, I would respectfully recommend the Dance Hall License renewal be approved by the Governing Body and the necessary license issued. Should you have any questions concerning the recommendation, please contact me.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/10/2014			172093		
C-CHECK	VOID CHECK	V	1/10/2014			172094		
C-CHECK	VOID CHECK	V	1/10/2014			172105		
C-CHECK	VOID CHECK	V	1/10/2014			172106		
C-CHECK	VOID CHECK	V	1/10/2014			172107		
C-CHECK	VOID CHECK	V	1/17/2014			172159		
C-CHECK	VOID CHECK	V	1/17/2014			172160		

* * 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:	7	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
	7	0.00	0.00	0.00
BANK: * TOTALS:	7	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 1/08/2014 THRU 1/21/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0523	AT&T	R	1/10/2014			172092		2,148.05
4263	COX COMMUNICATIONS KANSAS LLC	R	1/10/2014			172095		1,399.09
1	GARIGLIETTI, REBECCA	R	1/10/2014			172096		7,485.43
6813	KDHE	R	1/10/2014			172097		170.00
1847	MILLERS	R	1/10/2014			172098		400.00
0175	REGISTER OF DEEDS	R	1/10/2014			172099		16.00
0188	SECRETARY OF STATE	R	1/10/2014			172100		383.88
0188	SECRETARY OF STATE	R	1/10/2014			172101		25.00
1	THOMPSON, BILL	R	1/10/2014			172102		102.00
5589	VERIZON WIRELESS SERVICES, LLC	R	1/10/2014			172103		193.32
1108	WESTAR ENERGY	R	1/10/2014			172104		99,190.96
4636	WESTAR ENERGY, INC. (HAP)	R	1/10/2014			172108		772.00
2519	EAGLE BEVERAGE CO INC	R	1/14/2014			172109		59.10
1	CASTAGNO, BILLY WAYNE	R	1/17/2014			172147		679.00
4263	COX COMMUNICATIONS KANSAS LLC	R	1/17/2014			172148		143.28
1	DUNCAN HOUSING LLC	R	1/17/2014			172149		200.00
1	PETERSON, DAVID & BEVERLY	R	1/17/2014			172150		2,400.00
0175	REGISTER OF DEEDS	R	1/17/2014			172151		32.00
0175	REGISTER OF DEEDS	R	1/17/2014			172152		12.00
7111	RLI	R	1/17/2014			172153		100.00
0188	SECRETARY OF STATE	R	1/17/2014			172154		25.00
1	TIERNEY FAMILY TRUST	R	1/17/2014			172155		60.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 1/08/2014 THRU 1/21/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0349	UNITED WAY OF CRAWFORD COUNTY	R	1/17/2014			172156		88.25
6401	VAISALA INC	R	1/17/2014			172157		900.00
5589	VERIZON WIRELESS SERVICES, LLC	R	1/17/2014			172158		5,426.97
1108	WESTAR ENERGY	R	1/17/2014			172161		95.05
5371	PITTSBURG FAMILY YMCA	R	1/17/2014			172162		99.68
6154	4 STATE MAINTENANCE SUPPLY INC	R	1/21/2014			172169		370.99
2876	A-PLUS CLEANERS & LAUNDRY	R	1/21/2014			172170		729.00
3084	AM SOCIETY OF COMPOSERS, AUTHO	R	1/21/2014			172171		330.00
6835	BMI	R	1/21/2014			172172		330.00
7115	BULLEX	R	1/21/2014			172173		4,297.43
6636	WJN ENTERPRISES, INC	R	1/21/2014			172174		995.39
1369	CITY ATTORNEYS ASSOCIATION OF	R	1/21/2014			172175		35.00
0021	CUES	R	1/21/2014			172176		233.82
7034	DEZURIK, INC	R	1/21/2014			172177		9.00
6422	GARAGE DOOR BROKERS INC	R	1/21/2014			172178		220.00
7119	GENERAL MILL MACHINERY SHOP	R	1/21/2014			172179		375.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	1/21/2014			172180		97.64
7120	JEFF GREEN PARTNERS, LLC	R	1/21/2014			172181		2,550.55
6492	KANSAS ECONOMIC PROGRESS COUNC	R	1/21/2014			172182		100.00
6656	KNIPP EQUIPMENT INC	R	1/21/2014			172183		612.00
0033	LOU'S GLOVES	R	1/21/2014			172184		261.00
7117	MID-STATES ORGANIZED CRIME INF	R	1/21/2014			172185		200.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 1/08/2014 THRU 1/21/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6214	PITT PLASTICS INC	R	1/21/2014			172186		1,130.68
3434	PITTSBURG SUNRISE ROTARY	R	1/21/2014			172187		384.00
4839	VAN BECELAERE MACHINE WORKS, I	R	1/21/2014			172188		680.00
6847	VOLVO RENTS INC	R	1/21/2014			172189		29.00
7095	HOSPITALITY MARKETING SERVICES	R	1/21/2014			172190		1,047.00
0011	AMERICAN ELECTRIC INC	E	1/15/2014			999999		232.23
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	1/15/2014			999999		7,352.44
0046	ETTINGERS OFFICE SUPPLY	E	1/15/2014			999999		630.21
0055	JOHN'S SPORT CENTER	E	1/15/2014			999999		142.98
0063	LOCKE WHOLESALE SUPPLY	E	1/15/2014			999999		43.38
0078	SUPERIOR LINEN SERVICE	E	1/15/2014			999999		36.35
0084	INTERSTATE EXTERMINATOR, INC.	E	1/15/2014			999999		350.00
0087	FORMS ONE	E	1/15/2014			999999		143.88
0105	PITTSBURG AUTOMOTIVE INC	E	1/15/2014			999999		360.08
0112	MARRONES INC	E	1/15/2014			999999		76.00
0117	THE MORNING SUN	E	1/15/2014			999999		471.24
0128	VIA CHRISTI HOSPITAL	E	1/15/2014			999999		1,150.00
0129	PROFESSIONAL ENGINEERING CONSU	E	1/15/2014			999999		986.38
0135	PITTSBURG AREA CHAMBER OF COMM	E	1/15/2014			999999		1,000.00
0145	BROADWAY LUMBER COMPANY, INC.	E	1/15/2014			999999		476.29
0154	BLUE CROSS & BLUE SHIELD	D	1/10/2014			999999		18,424.84
0154	BLUE CROSS & BLUE SHIELD	D	1/17/2014			999999		27,946.11

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 1/08/2014 THRU 1/21/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0163	O'REILLY AUTOMOTIVE INC	E	1/15/2014			999999		35.91
0194	KANSAS STATE TREASURER	E	1/15/2014			999999		4,077.48
0196	SPRING RIVER MENTAL HEALTH & W	E	1/15/2014			999999		25.00
0199	KIRKLAND WELDING SUPPLIES	E	1/15/2014			999999		36.00
0200	SHERWIN WILLIAMS COMPANY	E	1/15/2014			999999		23.44
0224	KDOR	D	1/09/2014			999999		4,045.46
0292	UNIFIRST CORPORATION	E	1/15/2014			999999		50.55
0300	PITTSBURG FORD-MERCURY, INC.	E	1/15/2014			999999		685.45
0306	CASTAGNO OIL CO INC	E	1/15/2014			999999		399.80
0321	KP&F	D	1/17/2014			999999		38,236.50
0339	GENERAL MACHINERY	E	1/15/2014			999999		299.87
0375	CONVENIENT WATER COMPANY	E	1/15/2014			999999		114.00
0420	CONTINENTAL RESEARCH CORP	E	1/15/2014			999999		372.89
0504	LYNN PEAVEY COMPANY	E	1/15/2014			999999		325.20
0534	TYLER TECHNOLOGIES INC	E	1/15/2014			999999		390.00
0695	BERBERICH TRAHAN & CO PA	E	1/15/2014			999999		3,000.00
0728	ICMA	D	1/17/2014			999999		756.63
0751	ULTRA-CHEM INC	E	1/15/2014			999999		162.23
0786	RICHARD RHEEMS	E	1/15/2014			999999		144.50
0823	TOUCHTON ELECTRIC INC	E	1/15/2014			999999		60.00
1050	KPERS	D	1/17/2014			999999		35,348.04
1327	KBI	E	1/15/2014			999999		340.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 1/08/2014 THRU 1/21/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1354	INTERNATIONAL INSTITUTE OF MUN	E	1/15/2014			999999		145.00
1478	KANSASLAND TIRE OF PITTSBURG	E	1/15/2014			999999		29.50
1619	MIDWEST TAPE, LLC	E	1/15/2014			999999		226.90
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	1/15/2014			999999		760.00
2035	O'BRIEN ROCK CO., INC.	E	1/15/2014			999999		431.18
2161	RECORDED BOOKS, LLC	E	1/15/2014			999999		269.20
3142	COMMUNITY MENTAL HEALTH CENTER	E	1/15/2014			999999		550.00
3192	MUNICIPAL CODE CORP	E	1/15/2014			999999		603.77
3248	AIRGAS USA LLC	E	1/15/2014			999999		270.82
3971	FASTENAL COMPANY	E	1/15/2014			999999		397.30
4133	T.H. ROGERS HOMECENTER	E	1/15/2014			999999		2.83
4307	HENRY KRAFT, INC.	E	1/15/2014			999999		53.20
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	1/15/2014			999999		60.08
4618	TRESA NOYES	E	1/15/2014			999999		679.50
4638	SOUND PRODUCTS	E	1/15/2014			999999		47.74
4766	ACCURATE ENVIRONMENTAL	E	1/15/2014			999999		1,012.00
5185	FERGUSON ENTERPRISES INC	E	1/15/2014			999999		3,830.12
5275	US LIME COMPANY-ST CLAIR	E	1/15/2014			999999		4,078.33
5295	SPRINGFIELD BLUEPRINT	E	1/15/2014			999999		108.38
5552	NATIONAL SIGN CO INC	E	1/15/2014			999999		547.40
5566	VINYLPLEX INC	E	1/15/2014			999999		3,804.36
5610	I-CON SOLUTIONS INC	E	1/15/2014			999999		628.49

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 1/08/2014 THRU 1/21/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5620	CRAWFORD COUNTY ABSTRACT CO IN	E	1/15/2014			999999		250.00
5904	TASC	D	1/17/2014			999999		7,551.90
6175	HENRY C MENGHINI	E	1/15/2014			999999		450.00
6203	SOUTHWEST PAPER CO INC	E	1/15/2014			999999		205.36
6321	EVIDENT INC	E	1/15/2014			999999		209.80
6415	ING FINANCIAL ADVISORS	D	1/17/2014			999999		3,477.00
6528	GALE GROUP/CENGAGE	E	1/15/2014			999999		44.79
6718	NATIONAL SCREENING BUREAU	E	1/15/2014			999999		66.00
6952	ADP INC	D	1/10/2014			999999		578.53
6952	ADP INC	D	1/17/2014			999999		1,831.08

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	49	137,634.98	11.42CR	137,623.56
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	138,196.09	0.00	138,196.09
EFT:	61	43,764.02	8.19CR	43,755.83
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

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		120	319,595.09	19.61CR	319,575.48
BANK: 80144	TOTALS:	120	319,595.09	19.61CR	319,575.48

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 1/08/2014 THRU 1/21/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	1/13/2014			999999		678.19
0046	ETTINGERS OFFICE SUPPLY	E	1/21/2014			999999		195.10
0054	JOPLIN SUPPLY COMPANY	E	1/21/2014			999999		3,016.76
0063	LOCKE WHOLESALE SUPPLY	E	1/13/2014			999999		282.51
0105	PITTSBURG AUTOMOTIVE INC	E	1/13/2014			999999		66.10
0105	PITTSBURG AUTOMOTIVE INC	E	1/21/2014			999999		16.70
0129	PROFESSIONAL ENGINEERING CONSU	E	1/13/2014			999999		7,960.80
0145	BROADWAY LUMBER COMPANY, INC.	E	1/13/2014			999999		95.00
0163	O'REILLY AUTOMOTIVE INC	E	1/13/2014			999999		32.13
0163	O'REILLY AUTOMOTIVE INC	E	1/21/2014			999999		62.10
0272	BO'S 1 STOP INC	E	1/13/2014			999999		150.22
0306	CASTAGNO OIL CO INC	E	1/21/2014			999999		47.45
0317	KUNSHEK CHAT & COAL CO, INC.	E	1/13/2014			999999		12,890.27
0329	O'MALLEY IMPLEMENT CO INC	E	1/13/2014			999999		80.63
0339	GENERAL MACHINERY	E	1/13/2014			999999		68.65
0340	HOMER COLE COMM CTR	E	1/13/2014			999999		9,000.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	1/21/2014			999999		6,872.00
0534	TYLER TECHNOLOGIES INC	E	1/13/2014			999999		5,301.25
0577	KANSAS GAS SERVICE	E	1/13/2014			999999		32,502.94
0709	PURVIS INDUSTRIES	E	1/13/2014			999999		251.29
0852	JEFF BROOKS	E	1/13/2014			999999		2,160.00
0866	AVFUEL CORPORATION	E	1/13/2014			999999		98.93

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 1/08/2014 THRU 1/21/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0987	HORSEPOWER CONTROL SYSTEM	E	1/21/2014			999999		2,913.79
1299	STRUKEL ELECTRIC INC	E	1/21/2014			999999		32,943.74
1629	PITTSBURG BEAUTIFUL	E	1/13/2014			999999		2,000.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	1/13/2014			999999		15,193.02
4118	WESTFALL GMC TRUCK INC.	E	1/13/2014			999999		490.90
5195	FERN AND ANGERMAYER LLC	E	1/13/2014			999999		600.00
5552	NATIONAL SIGN CO INC	E	1/13/2014			999999		149.67
5967	DANCO SYSTEMS INC	E	1/13/2014			999999		180.00
6192	KATHLEEN CERNE	E	1/13/2014			999999		600.00
6247	CHRISTOPHER HATCHER	E	1/13/2014			999999		1,950.00
6630	PATRICK WALKER	E	1/13/2014			999999		49.99
6816	DEFFENBAUGH OF ARKANSAS LLC	E	1/21/2014			999999		872.00
6936	HAWKINS INC	E	1/13/2014			999999		430.07
7028	MATTHEW L. FRYE	E	1/13/2014			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	1/13/2014			999999		36.00

* * 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:		37	140,639.60	1.40CR	140,638.20
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:		0	VOID DEBITS 0.00		
			VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			37	140,639.60	1.40CR	140,638.20
BANK: EFT	TOTALS:		37	140,639.60	1.40CR	140,638.20

VENDOR SET: 99 City of Pittsburg, KS
 BANK: MAN MANUAL CKS
 DATE RANGE: 1/08/2014 THRU 1/21/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0225	KDOR	R	1/10/2014			172090		9,672.48
2350	WASTE CORPORATION OF MISSOURI	R	1/10/2014			172091		291.25
7034	DEZURIK, INC	R	1/17/2014			172163		103.95
1	LINVILLE, REX	R	1/17/2014			172164		1,125.28
6750	HW LOCHNER, BWR DIVISION	R	1/17/2014			172165		6,397.03
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	1/17/2014			172166		6,244.28
7110	SAM L SMITH AND MARY E. SMITH	R	1/17/2014			172167		10,000.00
2350	WASTE CORPORATION OF MISSOURI	R	1/17/2014			172168		311.99

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	34,146.26	0.00	34,146.26
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			8	34,146.26	0.00	34,146.26
BANK: MAN	TOTALS:		8	34,146.26	0.00	34,146.26
REPORT TOTALS:			172	494,380.95	21.01CR	494,359.94

Passed and approved this 28th day of January, 2014.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

ARTICLES OF AGREEMENT

This Agreement between **CITY OF PITTSBURG, KS**, as "CLIENT", and **LUCITY, INC.**, as "CONTRACTOR".

WITNESSETH:

Whereas, the CONTRACTOR (a Kansas Corporation with offices located at 10561 Barkley, Suite 500, Overland Park, KS 66212) owns certain software programs that are licensed under individual program titles which are known collectively as "*Lucity™ Software*"; and

Whereas, the CLIENT (located at 201 W 4th Street, Pittsburg, KS 66762) would like to use, and the CONTRACTOR would like to grant the CLIENT the right to use, those software programs accessing databases residing at the CLIENT's site, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain; and

Whereas, the CLIENT is authorized and empowered to contract with the CONTRACTOR to provide professional services as hereinafter described; and

Whereas, the CONTRACTOR is registered in accordance with the laws of the State of Kansas, and is qualified to provide the professional services desired by the CLIENT; now, therefore,

IT IS AGREED THAT:

SECTION I – SOFTWARE LICENSE

The CONTRACTOR agrees to furnish various *Lucity* software programs, and grant the CLIENT a license to use these programs, in consideration of the mutual covenants and obligations expressed in the *Lucity™ Software License Agreement* attached as Exhibit "A". These programs shall consist of the items listed in the Schedule of Software attached as Exhibit "B".

SECTION II – SCOPE OF SERVICES

The basic Scope of Services for the supply, implementation, support and maintenance of **ENTERPRISE ASSET MANAGEMENT / WORK ORDER SYSTEM** herein referred to as "PROJECT", is as follows:

1. The CONTRACTOR agrees to furnish and perform various professional services related to on-going software technical support and maintenance items outlined in the Software Support and Maintenance Provisions attached as Exhibit "C".
2. The CONTRACTOR agrees to furnish and perform various professional services related to the items outlined the Schedule of Services attached as Exhibit "D".

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

Any items beyond the basic Scope of Services shall be considered as Additional Services. If authorized in writing by CLIENT, CONTRACTOR shall furnish, or obtain from others, services resulting from significant changes in the basic Scope of Services.

The cost to perform Additional Services shall be based on the rates outlined in the Schedule of Costs and Payments attached as Exhibit "E".

SECTION III – RESPONSIBILITIES OF THE CLIENT

The CLIENT shall provide information and assistance as follows:

1. Assist CONTRACTOR by placing at their disposal all available information pertinent to the PROJECT including data, standards, specifications, processes, workflows, and reports relative to the CONTRACTOR'S services.
2. Give prompt written notice to CONTRACTOR whenever CLIENT observes or otherwise becomes aware of any development that affects the Scope or timing of CONTRACTOR'S Services.
3. Bear all costs incident to compliance with the requirements of this Section III.

SECTION IV – SCHEDULE OF SERVICES

It is anticipated that the PROJECT as described in Section II will be completed and submitted to the CLIENT in accordance with the estimated schedule for major work items as shown on Exhibit "D".

The work items described shall be carried out as expeditiously as possible. The CONTRACTOR shall not be liable to the CLIENT, if delayed in, or prevented from performing the work as specified herein through any cause beyond the control of the CONTRACTOR, and not caused by his own fault or negligence including acts of nature or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

SECTION V – FEES AND PAYMENTS

The CLIENT shall compensate the CONTRACTOR for the Scope of Services as described in Section II of this Agreement an amount not exceeding the total cost as shown on Exhibit "E". The maximum compensation shall not be exceeded without further authorization of Additional Services.

Labor costs, costs associated with subcontract work, bonding costs, and direct expenses such as shipping, printing, telephone and commercial computer software are included in the maximum compensation.

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

Payment to the CONTRACTOR shall be made in accordance with the estimated schedule of billings for work items as shown on Exhibit "E". Invoices shall be due and payable to the CONTRACTOR within thirty (30) days of each billing.

The CLIENT is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Once this Agreement expires, or final payment has been requested and made, the CONTRACTOR shall have no more than thirty (30) days to present or file claims against the CLIENT concerning this Agreement. After that period, the CLIENT shall consider the CONTRACTOR to have waived any right to claims against the CLIENT concerning this Agreement.

The Fees and Payment provisions for the PROJECT, applicable to the *Lucity* software program licenses, provided in this Section V supersede the License Fee payment provisions provided in Section 6(a) of Exhibit "A".

SECTION VI – TERMINATION

- A. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. In the event of termination by the CLIENT, the CONTRACTOR shall be paid for all services rendered up to and including the date of termination.
- C. ~~In the event that the CLIENT, for any reason, decides not to proceed with the PROJECT, this Agreement shall then be considered terminated; the CONTRACTOR shall be entitled to payment as described herein for all services provided under this Agreement. In such event, the CLIENT shall promptly notify the CONTRACTOR in writing of its decision not to proceed with the PROJECT so that the CONTRACTOR can reassign his personnel and revise work schedules as may be required.~~

The Termination provisions for the PROJECT provided in this Section VI are applicable to the Scope of Services as described in Section II of this Agreement. The Term and Termination provisions provided in Section 12 of Exhibit "A" are applicable to the *Lucity*TM software program licenses.

SECTION VII – INDEMNIFICATION

The CONTRACTOR shall indemnify and hold the CLIENT harmless from any and all liability, loss or damage the CLIENT may suffer as a result of claims, demands, costs or judgments against it arising out of the CONTRACTOR'S negligence in the performance of this Agreement.

The Indemnification provisions for the PROJECT provided in this Section VII are applicable to

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

the Scope of Services referenced in Section II. The Limitations of Liability provisions provided in Section 11 of Exhibit "A" are applicable to the *Lucity™* software program licenses.

SECTION VIII – GENERAL CONSIDERATIONS

And, finally it is agreed that:

- A. All services shall be under the direction of qualified personnel deemed by the CONTRACTOR as qualified to complete the Scope of Services as described in Section II of this Agreement.
- B. The Scope of Services covered by this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. Modification of the terms of this Agreement may be made that would modify the maximum fees stated in the Agreement when mutually agreed by and between the CONTRACTOR and the CLIENT, and shall be incorporated in written amendments to this Agreement. The CONTRACTOR shall have no obligation to perform services in connection with a change in the Scope of Services unless the cost thereof shall be agreed to under this paragraph.
- C. The CONTRACTOR reserves the right to renegotiate this Agreement if this agreement is not signed by the CLIENT within ninety (90) days after submittal.
- D. The following Exhibits are attached to and made a part of this Agreement:
 - Exhibit "A" - *Lucity™* Software License Agreement
 - Exhibit "B" - Schedule of Software
 - Exhibit "C" - Software Support and Maintenance Provisions
 - Exhibit "D" - Schedule of Services
 - Exhibit "E" - Schedule of Costs and Invoicing

IN WITNESS WHEREOF, the CLIENT and CONTRACTOR, by their authorized representatives, have hereunto subscribed their names this _____ day of _____, 2014.

Executed in duplicate with copies to the CLIENT and CONTRACTOR.

LUCITY, INC.

CITY OF PITTSBURG, KS

By: _____
James C. Graham, P.E.

By: _____

Title: Vice President & Chief Operating Officer

Title: _____

Attest:

Attest:

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT "A"
Lucity™ Software License Agreement

IMPORTANT – READ CAREFULLY BEFORE INSTALLATION

This software is subject to acceptance of the *Lucity™* Software License Agreement. Lucity, Inc. (Lucity) is willing to license this software to you only upon the condition that you accept all of the terms and conditions contained in the *Lucity®* Software License Agreement and any stated Special Provisions. If you do not agree with the terms and conditions as stated, please return the unopened media package, the disks, and all accompanying printed materials to Lucity for a full refund of the license fees.

THIS AGREEMENT ("**Agreement**") is between Lucity, Inc., a Kansas corporation with its principal place of business at 10561 Barkley, Suite 500, Overland Park, KS 66212 ("**Lucity**"), and **Licensee** with its software programs accessing databases residing at **Licensed Site**.

RECITALS

WHEREAS, Lucity owns certain software programs that are licensed under individual program titles which are known collectively as "**Lucity™ software**";

WHEREAS, Licensee would like to use, and Lucity would like to grant Licensee the right to use, those software programs, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain.

NOW, THEREFORE, Lucity and Licensee agree as follows:

1. DEFINITIONS.

"**Program(s)**" means the object code versions of the computer software programs, databases, and related documentation.

"**Seats**" means the number of concurrent users (i.e., the number of persons using a Program at one time) permitted to use a Program.

"**Clients**" means the number of individual database setups that can be accessed by a Program.

"**Licensed Site**" means the location at which the Licensee will be permitted to store the databases used by the Program(s).

2. LICENSE GRANT.

(a) **License.** Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided, however, that (i) the number of concurrent users of each Program, including all users authorized to use any Program(s) pursuant to Section 2(b) below, shall not exceed the number of Seats for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) **Sublicense.** For information on granting sublicense rights, please contact Lucity.

(c) **Limited Transfer.** For information on transferring the location of the Licensed Site, please contact Lucity.

(d) **Copying.** Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Seats for each such Program.

(e) **Future Licenses.** Lucity and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(f) **Limited Grant.** Except as expressly provided in this Section 2, Lucity grants and Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by Lucity in connection with this Agreement and Lucity reserves and retains all such right, title, and interest.

(g) **Disaster Recovery and Testing.** The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

3. LICENSE RESTRICTIONS.

(a) **No Reverse Engineering.** Licensee agrees not to disassemble, decompile, reverse analyze, or reverse engineer the Program(s).

(b) **No Modification.** Licensee agrees not to modify the Program(s) without the written consent of Lucity.

(c) **No Copying.** Licensee agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies and copies for disaster

recovery and testing purposes, and as may be necessary to utilize the total Seats for a given Program.

(d) **No Third Party Use.** Licensee will not use the Program(s) in any manner to provide computer services to third parties, except as may be necessary to implement a sublicense.

(e) **Training.** Licensee will not use the Program(s) until its personnel have received sufficient training in the use of the Program(s) to generate accurate data from the operation of the Program(s).

4. PROPRIETARY RIGHTS.

(a) **Lucity's Property.** The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Lucity.

(b) **Licensee's Property.** Any and all information provided by Licensee, as well as any and all information generated by Licensee's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of Licensee.

(c) **Proprietary Notices.** Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of Lucity and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

5. DELIVERY.

Lucity will deliver the Program(s) to Licensee, or Licensee's designated representative, within a reasonable time of execution of this Agreement by both parties.

6. FEES AND TAXES.

(a) **License Fee.** As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity, or Lucity's designated representative, the License Fee within thirty (30) days of the Shipping Date. Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for future licenses for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(b) **Taxes.** Fees due under this Agreement do not include any taxes. Licensee will be responsible for, and will promptly pay, all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with this Agreement or Licensee's receipt or use of the Program(s), except income taxes based on Lucity's income. In lieu of payment of such taxes, Licensee shall provide Lucity, or Lucity's designated representative, with proof of Licensee's tax exempt status.

7. WARRANTIES.

(a) **Warranty.** Lucity warrants that during the ninety (90)-days one (1) year period following the shipping date:

- (i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and
- (ii) the storage media containing the Program(s) will be free from defects in materials and workmanship.

(b) **Exclusive Remedy.** In the event that the Program(s) or storage media fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure Lucity will, at its option and without charge to Licensee, repair or replace the Program(s) or storage media or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucity within the 90-day one (1) year warranty period.

(c) **Disclaimer.** The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

(d) **Year 2000 Compliance.** "Year 2000 Compliant" means that the Program(s), when used in accordance with its associated documentation, will (a) initiate and operate, (b) correctly store, represent, and process dates, and (c) not cause or result in abnormal termination or ending, when processing data containing dates in the year 2000 and in any preceding and following years, provided that all third party applications that exchange date data with the program do so properly and accurately in a form and format compatible with the program. The Program(s) provided by Lucity under this agreement process dates only to the extent that the Program(s) use date data provided by the host or target operating system for date representations used in internal processes, such as file modifications. Any Year 2000 Compliance issues resulting from the operation of the Program(s) are therefore necessarily subject to the Year 2000 Compliance of the relevant host or target operating system. The preceding does not apply, however, and Lucity does not assume any liability for, the performance of any applications that authorized licensees may create through use of the Program(s), nor for any Year 2000 Compliance issues that may arise from the use of the Program(s) with any third party products, including hardware, software or firmware. Except as expressly provided in this Section, Lucity makes no Year 2000 related representations

EXHIBIT "A"
Lucity™ Software License Agreement

or warranties for the Program(s), and any such warranties, including any implied warranties, are hereby disclaimed.

8. INDEMNITY.

(a) Duty to Indemnify and Defend.

(i) Lucity will defend or settle at Lucity's own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets.

(ii) Lucity will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim.

(iii) Lucity will have no obligation under this Section as to any action, proceeding, or claim unless: (A) Lucity is notified of it promptly; (B) Lucity has sole control of its defense and settlement; and (C) Licensee provides Lucity with reasonable assistance in its defense and settlement.

(b) Injunctions. If Licensee's use of any Program(s) under the terms of this Agreement is, or in Lucity's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i), then Lucity may, at its sole option and expense, either:

(i) procure for Licensee the right to continue using such Program(s) under the terms of this Agreement;

(ii) replace or modify such Program(s) so that it is noninfringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Lucity, then Lucity may both:

(A) terminate Licensee's rights and Lucity's obligations under this Agreement with respect to such Program(s); and

(B) refund to Licensee the unamortized portion of the License Fee paid based upon a 5 year straight-line depreciation, such depreciation to be deemed to have commenced on the effective date of this Agreement.

(c) Exclusive Remedy. The foregoing are Lucity's sole and exclusive obligations, and Licensee's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights. Lucity makes no separate warranty of noninfringement under or in connection with this agreement.

(d) Exceptions. Lucity will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by Lucity (whether or not authorized by Lucity); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by Lucity.

9. CONFIDENTIAL INFORMATION.

(a) Definition. "Confidential Information" refers to: (i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of Lucity, including but not limited to any information relating to Lucity's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information reasonably and appropriately designated by Lucity as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law; and (iv) the terms and conditions and existence of this Agreement.

(b) "Confidential Information" will not include information that:

(i) is in or enters the public domain without Licensee's breach of this Agreement;

(ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

(iii) Licensee party develops independently, which it can prove with clear and convincing written evidence;

(iv) is information that may legally be subject to disclosure under the Kansas Open Records Act.

(c) Confidentiality Obligations. Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.

(d) Employee Confidentiality Procedures. Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other Lucity Confidential Information. Licensee further agrees to ensure that contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.

10. MAINTENANCE AND SUPPORT.

Lucity and Licensee may, by mutual agreement, include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by Lucity and Licensee for the scope of services to be provided by Lucity for the Program(s) to be included under such services.

11. LIMITATIONS OF LIABILITY.

Lucity's total liability under this Agreement will be limited to the License Fee. Licensee agrees that, as part of the material consideration for Lucity licensing the Programs to Licensee hereunder, in no event will Lucity be liable to Licensee or any third party under this Agreement for any Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not Lucity has been advised of the possibility of such damage. Input and/or edits of data by means other than the Lucity standard Program(s) interface may result in loss of data, and/or improper operation of the Program(s). The Licensee agrees that in no event will Lucity be liable to Licensee or any third party under this Agreement for costs necessary to diagnose, recover data and/or restore proper operation of the Program(s) resulting from said actions.

12. TERM AND TERMINATION.

(a) Term. This Agreement will continue in full force and effect perpetually, except as follows, unless Licensee provides written notice of termination:

(b) Termination. Lucity will have the right to terminate this Agreement if Licensee breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice from Lucity;

(c) Effect of Termination. If this Agreement is terminated, Licensee will immediately terminate any sublicenses then in effect, retrieve from sublicensees all copies of the Program(s) in sublicensees' possession, and then return to Lucity, or Lucity's designated representative, or (at Lucity's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to Lucity in writing that it has done so.

(d) Survival. The provisions of Sections 4 (Proprietary Rights), 6(b) (Taxes), 7(b) and (c) (Warranties Exclusive Remedy and Disclaimer), 8(c) and (d) (Infringement Exclusive Remedy and Exceptions), 9 (Confidential Information), and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(e) Nonexclusive Remedy. The exercise by Lucity of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

13. GENERAL PROVISIONS.

(a) Audit Rights. Licensee agrees to allow Lucity, or Lucity's designated representative, at Lucity's sole expense, upon reasonable written notice, and during Licensee's ordinary business hours, to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).

(b) Assignment. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that either party may not assign this Agreement, in whole or in part, without written consent of both parties.

(c) Modifications. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(d) Conflicting Terms. Purchase orders or similar documents relating to the Program(s) issued by Licensee will have no effect on the terms of this Agreement.

(e) Notices. All notices under this Agreement will be deemed given when delivered personally or upon receipt of by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

(f) Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(g) Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

EXHIBIT "A"
***Lucity*TM Software License Agreement**

(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

Copyright © 2011 Lucity, Inc. All rights reserved

EXHIBIT "B"
Schedule of Software

For the Project Lucy agrees to furnish licenses of the various *Lucity™* software programs listed in the following table, and grant the City such licenses to use these programs for the fees as indicated, in consideration of the mutual covenants and obligations expressed in the *Lucity™* Software License Agreement provided as Exhibit "A".

Solution	Bundle	Proposed Licensing		License Fee	
		Basis	Quantity	Unit	Extended
Citizen Portal Requests Work Orders Work Administrator Inventory Control API	Work	Site	1	\$15,000.00	\$15,000.00
Facilities Equipment Parks Streets Bridges Rights-of-Way Signs Signals Street Lights Fleet Water Sewer FOG Storm	Assets	Seat	10	\$ 2,000.00	\$20,000.00
GIS Desktop GIS Web	GIS	Site	1	\$ 5,000.00	\$ 5,000.00
Mobile	Mobile	Site	1	\$10,000.00	\$10,000.00
Equipment SCADA Fleet Fueling Sewer CCTV Storm CCTV	Interfaces	Seat	2	\$ 1,000.00	\$ 2,000.00
TOTAL					\$52,000.00
Notes					
A "Site" license provides for unrestricted concurrent use of all solutions within a bundle.					
The number of "Seat" licenses determines the maximum number of concurrent users of any single solution, or any combination of solutions, within a bundle.					

EXHIBIT "C"
Software Support and Maintenance Provisions

For the various *Lucity™* software programs listed in Exhibit "B", Lucity agrees to furnish to the City resources and perform various professional services related to on-going software technical support and maintenance as outlined in this Exhibit "C".

CONSTANT CONNECTION PROGRAM RESOURCES AND SERVICES

On-going software technical support and maintenance resources and services provided through the Lucity Constant Connection Program are summarized in the attached exhibit titled "Constant Connection Program".

ASM PROGRAM FEES

The fee basis for initial year of the Constant Connection Program is twenty percent (20%) of the total software license fees for covered products based on the then-current published Lucity™ software license unit fees.

For the software programs listed in Exhibit "B", the Program fee for the initial year (period beginning twelve (12) months after acceptance of the system by the City) is:

$$20\% \times \$52,000.00 = \$10,400.00$$

The Program fee for each subsequent year is subject to a **price increase of two and one-half percent (2.5%)**.

EXHIBIT "D"
Schedule of Services

D.1 IMPLEMENTATION SCOPE

D.1.A INSTALLATION

Working together on-site with the City's assigned System Administrator, we will download installation components of the Lucity software (current Version and Service Pack) from our Client Portal and complete software installation procedures and processes including:

- Establishing multiple environments for testing/development, production and backup
- Configuring integration with the City's Windows Active Directory security (if applicable)
- Performing system-level testing (to ensure satisfactory performance) and performance tuning actions (if necessary)

D.1.B CONFIGURATION

System

We will facilitate an on-site "Discovery Workshop" to solicit, review and assess input from the City staff for configuring the system. Workshop topics will include:

- Discussion of industry best practices and current ("as-is") and desired ("to be") business processes, end-user workflows, and preventive maintenance (PM) activities/schedules of the various organizational groups; appropriate legacy data for conversion/migration; and relevant documents/forms/reports and related software applications
- Demonstrations of how the system can support those best practices, desired processes and workflows, activities, data and documents through the capabilities (configuration, functionality, integration, tracking and reporting) of the Lucity solutions
- Discuss audit tracking and reporting (operational, managerial and regulatory) requirements
- Gather the specific data and information needed for subsequent system configuration and integration efforts

Based on the knowledge acquired from the Discovery Workshop, we will align the City's needs for the system with capabilities of the Lucity solutions. Results and configuration recommendations will be developed, including:

- Those specific practices, processes and workflows, activities, data and documents to be supported by the system
- Any alterations to processes and workflows that could be made to take best advantage of the system capabilities
- Details of the initial system configuration for:
 - Formalizing data input, display, query, report and exchange requirements
 - Setting up the architecture and standards of the work management capabilities to effectively and efficiently organize, manage and track service requests, activities (work orders and preventive maintenance), and resources (employees, equipment, contractors, materials and parts)
 - Personalizing user interfaces to support the various workflows of system end-users

With the City's approval of our recommendations, we will initially configure the system using the applications, parameters and settings available with the Lucity solutions. These include:

- The UI Administrator application, used to configure system security and personalize the various Lucity Web solutions for end-users (by group or individual)

EXHIBIT “D”
Schedule of Services

- Dashboards with specific desired real-time system content (menus, filters, data drills, asset hierarchies, reports, RSS feeds, URL links, etc.)
- Specific data forms (general, detail and grid) and reports for service requests, work orders, employee timesheets and assets
- Specific maps with GIS integration functionality via the GIS Web solution
- The Work Flow Setup module of the Work Administrator solution, used to:
 - Create a hierarchal structure of Categories by which service requests and work orders are organized, managed and tracked
 - Create lists of Problems, Causes, Tasks and Resources (Employee, Equipment, Material, Contractor) for assignment to various Categories
 - Assign detailed information (including unit costs) to Resources
 - Create templates for Notifications (alert employees/supervisors of work assignments, past-due work, etc.) that can be automatically dispatched with service requests and work orders
 - Designate “Exclusion Days” (weekends, holidays, etc.) on which work orders will not be automatically generated for scheduled Tasks
- The PM/Work Template module of the Work Administrator solution, used to create work order templates for recurring Tasks and apply schedules for PM Tasks
- Field properties settings, used to define specific parameters for selected data fields (including caption names, pop-up lists, required input, restricted edits, default values and acceptable value ranges, calculations, etc.)

We will next convene a “Review Workshop” to assess the initially configured system, and identify any needed revisions. Several iterations of the system configuration may be necessary to fully support the City’s needs. If so we will host several meetings with City staff to exchange information, coordinate necessary efforts, and gain approval of the final System configuration.

GIS Integration

With the Lucity GIS Desktop solution, we will:

- Configure the system to link directly to the asset feature classes currently managed within the City’s GIS using the Geodatabase Configuration application (extension in ArcCatalog)
 - This configuration allows attribute field mapping from the feature classes to the associated Lucity asset tables. The City can determine which GIS attributes to share with the system, and which to maintain solely in the GIS.
- Incorporate GIS data (attribute and spatial information for assets, street names, etc.) into the system using the Synchronization application (extension in ArcMap)
 - Synchronization of GIS and system data is made when add/edit processes are saved (in either the GIS or the system). Upon saving a GIS edit session, the synchronization automatically (with no user intervention required) updates the system with edited, non-spatial data. Upon saving edits in the system, non-spatial attribute updates are automatically “pushed” to the GIS.
- “Load” valid and appropriate data from the GIS into the system, configure map-related query and display functions to be supported by the system, and refine the integration as needed.

EXHIBIT "D"

Schedule of Services

With the Lucity GIS Web solution:

- ArcServer services (map, geometry and geocode) published using standard Esri tools (primarily ArcMap) are consumed to display a web-based map for system end-users. The MetaData Server Object extension is enabled on certain map services to allow the system to query field and table name information. Once the map services are created and configured, the City can author maps in the UI Administrator application by selecting one or more of these published services.
- The system can push edits to the geodatabase. This functionality requires a map service to be authored containing the feature classes to be updated. The Geodatabase Update service object extension must be enabled for this map service. The City can use the UI Administrator to configure the URL to the map service that handles updates to the geodatabase, and configure settings to handle situations when the map service cannot be reached or the update fails.

We will work with the City to configure and test the GIS integration using these solutions, and incorporate GIS asset data into the system. The GIS data incorporated into the system will be data available at the time of final configuration. To address additional GIS data available later, we will provide appropriate training to enable the assigned System Administrator to complete the "data loading" into the system.

Security

We will work together with the System Administrator to define standard groups/roles for the various system end-users. Once defined, we will utilize the UI Administrator application to set controls for user access and assign group/role permissions for various system functions. A "User Import" tool is used to directly import users into the Lucity Security system from Windows Active Directory, and associate each system user to their Windows Login account.

Users can be assigned to one or more "Groups". Permissions can be assigned at to all users by Group, or by individual user. "Standard" permissions that can be assigned users included (but are not limited to):

- Add, edit and/or delete records, and link images/videos/documents to records
- Use "Show in Map" toolbar button to open GIS, zoom in and highlight selected feature(s)
- Create advanced "Filters" for data queries, and delete "Subsets" of queried records
- Export ad-hoc "Browse" reports to a text file (e.g. Microsoft Excel), make a saved Browse report accessible to all users, delete standard reports from lists, add custom reports, and export standard/customer reports to disk file, exchange folder, etc.
- Add new codes to pop-up lists, change field "Captions", update calculation fields, rename module "Tab" names, edit field definitions and properties, edit restricted fields in individual modules, and make global edits to certain fields

"Non-standard" permissions can also be assigned which "turn on" specific functions for system administration and configuration, and enable advanced functions for "Power Users".

D.1.C DATA MIGRATION

As previously described for configuration of the system/GIS integration, Lucity GIS Desktop will be used to load information from GIS geodatabase tables to system database tables. Additionally the Lucity software includes the Data Import application that can be used to map between "Source" (RDBMS tables and ASCII files) and "Destination" (system database tables) data fields. This application provides a

EXHIBIT “D”
Schedule of Services

user-friendly interface to establish the data mappings, name and save defined “imports”, and complete the import processes.

As part of the training efforts, we will train the System Administrator on the use of the Data Import application. This application will effectively serve as the required system interface for “data download” from Microsoft Excel.

D.1.D INTERFACES

The Equipment SCADA, Sewer CCTV, Storm CCTV, and Fleet Fueling solutions are the required system interfaces. We will assist the System Administration to configure these solutions (i.e. code setup and field mapping) and verify import processes (i.e. validate and transfer) are operating as intended.

D.1.E TESTING

We will work with the City to develop a Test Plan to verify the configured system meets all functional and technical requirements. This Plan will include end-user test scripts covering the various system functions.

Our assumption is we will responsible for functional and integration testing, and the City will perform the user acceptance testing. We will resolve all issues identified during testing to the City’s satisfaction prior to the “Go-Live” transition of the system from the testing/development environment to the production environment.

During the testing phase will be on-site for efforts associated with other tasks, and will provide assistance to users as needed.

D.1.F TRAINING

We will prepare and submit a Training Plan customized to the City’s needs based on the specific system configuration and integrations. Training will proceed with approval of the Plan by the City. The goals of the training we will provide are:

- The System Administrator is reasonably self-sufficient in refining, expanding and sustaining the system
- End-users are enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows

We will provide training through on-site sessions, supplemented with additional sessions completed via WebEx conferencing. “Hands-on” training for the System Administrator will be included within the joint efforts to complete other implementation tasks. We suggest users be segregated into groups that share common requirements with regard to access and use of the system. Our experience has shown that training is most effective when workshops and sessions are limited to groups of ten (10) or less individuals.

For the City’s system, we anticipate the following “User Groups” for training:

- Parks & Recreation
- Public Works
- Public Utilities – Water
- Public Utilities – Sewer and Storm

**EXHIBIT “D”
Schedule of Services**

- Fleet

The typical content of a Training Plan follows.

System Administration

Installation and Maintenance

- Completing procedures as outlined in the Installation Help Guide for the initial Lucity software installation and future software upgrades
- Reviewing the available software documentation
- Reviewing the technical support and software maintenance services and resources provided through the Lucity Constant Connection Program
- Discussing the current backup and recovery practices for the City’s data, and reviewing suggested practices specific to the system

Security

- Completing procedures as outlined in the Security Help Guide for adding new users, and defining user group and individual permissions for system access and use

Configuration

- Using the applications, parameters and settings available with the Lucity solutions to refine the system configuration

Documents

- Completing procedures for establishing links between system records and externally managed electronic documents
- Adding custom content to the on-line Help system via hyperlinks to externally managed information

Integration

- Using the Lucity solutions for completing processes for configuring and refining the GIS integration

Reporting

- Adding custom reports

Data Import/Export

- Importing data using the Data Import application, and exporting data using the system’s reporting capabilities

User Production

General

- *Dashboard*: Using “Home” pages with personalized real-time content
- *Filter*: Creating queries to produce specific record sets
- *Locate*: Quickly finding a specific record within the current “Filter”
- *Show in Map*: Opening a GIS map and zooming to assets and locations (customer addresses, work sites, etc.)
- *Document Control*: Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
- *Subset Manager*: Loading filtered data from one application into other applications
- *Browse*: Creating and exporting ad-hoc reports

EXHIBIT "D"
Schedule of Services

- *Reports*: Using standard report templates
- *Help*: Using the on-line, context-sensitive Help system

Work Management

- Receiving/creating, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules for assets
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Maintaining inventories of parts and materials used on work orders
- Viewing linked electronic documents
- Using GIS to locate customers and work locations
- Producing operational, management and regulatory reports

Asset Management

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Interpreting asset lifecycle costs
- Viewing linked electronic documents
- Using GIS to locate assets and display condition assessment data
- Validating and transferring data from external data collection systems
- Producing operational, management and regulatory reports

For users the training content is role-based. Since it is expected some users will have several roles, those individuals will participate in multiple sessions.

D.2 IMPLEMENTATION SCHEDULE

Task	Weeks													
	1	2	3	4	5	6	7	8	9	11	12	13	14	
<i>Contract Execution</i>	█													
<i>Installation</i>		█												
<i>Configuration</i>			█	█	█	█	█							
<i>Data Migration</i>				█	█									
<i>Interfaces</i>						█	█							
<i>Testing</i>		█	█	█	█	█	█							
<i>Training</i>								█	█	█	█	█	█	█
<i>Completion</i>														█

EXHIBIT "D"
Schedule of Services

D.3 IMPLEMENTATION COSTS

Task	Effort			Cost		
	On-site		Remote	Labor	Expenses	Total
	Trips	Days	Hours			
Installation			8	\$ 920.00	\$ -	\$ 920.00
Configuration	3	6	80	\$16,790.00	\$ 900.00	\$17,690.00
Data Migration			8	\$ 920.00	\$ -	\$ 920.00
Interfaces			8	\$ 920.00	\$ -	\$ 920.00
Testing			8	\$ 920.00	\$ -	\$ 920.00
Training	4	12	8	\$16,100.00	\$ 1,800.00	\$17,900.00
TOTALS	7	18	120	\$36,570.00	\$ 2,700.00	\$39,270.00
Notes						
Labor rates (per person) are \$1,100.00 per on-site day and \$100.00 per remote hour. A surcharge of fifteen percent (15%) is applied to labor costs to cover project management and contract administration efforts.						
Expense estimates (per person) are based on \$150.00 per on-site day.						

EXHIBIT "E"
Schedule of Costs and Invoicing

The following table summarizes costs and invoicing for the software licenses and services to be provided by Lucy to the City for the Project.

Milestone	Payment			
	Software	Services	Support & Maintenance	Total
System acceptance	\$13,000.00 (25%)	\$ 9,817.50 (25%)		\$ 22,817.50
Go-live	\$13,000.00 (25%)	\$ 9,817.50 (25%)		\$ 22,817.50
Year 1*	\$13,000.00 (25%)	\$19,635.00 (50%)	\$ -	\$ 32,635.00
Year 2	\$13,000.00 (25%)		\$ 10,400.00 (20% of total amount of software license fees)	\$ 23,400.00
TOTALS	\$52,000.00	\$39,270.00	\$ 10,400.00	\$101,670.00
Notes				
*12-month period following system acceptance				

Additional Services Price List

Training

- Option 1 – On-site: \$1,100.00 per day plus direct expenses
- Option 2 – Web: \$400.00 per each two (2) hour session

Implementation Services (amounts do not include project management fees)

- Remote Services: \$100.00 per hour
- Custom Report Writing: \$75.00 per hour
- Custom Programming: \$125.00 – \$150.00 per hour

Project Management

- Administration fee – fifteen percent (15%) of total cost of services



Quotation # 20439377

Date: December 13, 2013

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: 1 (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 239794 Contract #

City of Pittsburg
Information Systems Dept
201 W 4th St
Pittsburg, KS 66762-0688

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/13/2013 To: 03/13/2014

ATTENTION: Jeff Bair
PHONE: (620) 230-5681
FAX: (620) 231-0964

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement Year 1	25,000.00	25,000.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement Year 2	25,000.00	25,000.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement Year 3	25,000.00	25,000.00
			Item Total:	75,000.00
			Subtotal:	75,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$75,000.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

For questions contact: Sandra Evich	Email: sevich@esri.com	Phone: (909) 793-2853 x1720
<p>Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.</p> <p>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</p>		



**SMALL
ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY**

Authorized Distributor/Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Enterprise License Agreement ("ELA") is by and between the organization listed on the signature page ("**Licensee**"); **Environmental Systems Research Institute, Inc. ("Esri")**; and, if Licensee is located outside the United States of America (US), the Authorized Distributor listed on the signature page ("**Authorized Distributor**"). Authorized Distributor is authorized by Esri to provide access to Online Services and provide ELA Maintenance for Enterprise Products and other benefits, as described herein, to Licensee located outside the US.

This ELA sets forth the terms for Licensee's use of Enterprise Products and incorporates by reference (i) the ELA Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) Small Enterprise License Agreement, (ii) the License Agreement, and (iii) the ELA Quotation. The modifications and additional rights granted in this ELA apply only to the Enterprise Products listed in Table A.

**Table A
List of Enterprise Products**

Unlimited Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
 ArcGIS for Desktop Standard
 ArcGIS for Desktop Basic
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
 ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Image

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime Standard
 ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
 One (1) Esri CityEngine Advanced Single Use License
 One (1) Esri CityEngine Advanced Concurrent Use License
 One (1) ArcGIS Online Subscription*

Other Benefits

One (1) ArcGIS Online Subscription with specified named users and credits as determined in the program description	Level 2
Number of Esri International User Conference Registrations provided annually	2
Number of Tier 1 Help Desk Individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	5,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Licensee may accept this ELA by signing and returning it with an Ordering Document that matches the ELA Quotation and references this ELA. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.** Unless otherwise mutually agreed to, this ELA is effective as of the date of the last signature on the signature page ("Effective Date"), or if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this ELA by reference.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Enterprise Products. Except as provided in Article 4—Enterprise Product Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

This ELA may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

Accepted and Agreed:

(Licensee)

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

ELA Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this ELA:

"Deploy" means to redistribute and install the Enterprise Products and related Authorization Codes within Licensee's organization(s).

"ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri or its Authorized Distributor to Licensee for the Enterprise Products.

"ELA Quotation" means the Small Enterprise License Agreement offer letter and quotation form provided separately by Esri or its Authorized Distributor to Licensee.

"ELA Fee" means the fee set forth in the ELA Quotation.

"Enterprise Products" means the Products identified in Table A—List of Enterprise Products and any updates to such list provided in writing by Esri or its Authorized Distributor.

"Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>; comprised of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

"Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Enterprise Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact from which all Tier 1 Support will be given to Licensee.

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.

"Tier 2 Support" means the Technical Support provided by Esri or its Authorized Distributor to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support. Licensees located in the US will receive Tier 2 Support from Esri. Licensees outside the US will receive Tier 2 Support from an Authorized Distributor located in the Licensee's region.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Enterprise Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this ELA and shall ensure that the consultant or contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for three (3) years, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

3.2 No Use upon Expiration or Termination. All Deployed Enterprise Product licenses and all ELA Maintenance, Virtual Campus access, and User Conference Registrations terminate on expiration or termination of this ELA.

3.3 Termination for Lack of Funds. For government or government-owned entities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

4.0—ENTERPRISE PRODUCT UPDATES

4.1 Future Updates. Esri and its Authorized Distributor reserve the right to update the list of Enterprise Products in Table A by providing written notice to Licensee. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products schedule at no additional charge. Licensee's use of new or updated Enterprise Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this ELA, some Enterprise Products may be retired or may no longer be available for unlimited quantity Deployment. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://resources.arcgis.com/content/product-life-cycles>. Updates for Enterprise Products in the mature and retired phases may not be available; however, Licensee may continue to use Deployed Enterprise Products for the term of this ELA, but Licensee will not be able to Deploy retired Enterprise Products.

5.0—ELA MAINTENANCE

ELA Maintenance is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in either (i) the most current applicable Esri US Software Maintenance Program document (found at <http://www.esri.com/legal>) for US-based Licensees or (ii) the applicable Authorized Distributor software maintenance policy as modified by this Article 5.0—ELA Maintenance. At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Enterprise Products will receive maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

a. Tier 1 Support Provided by Licensee

1. Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri or Its Authorized Distributor

1. Tier 2 Support shall log the calls received from Tier 1 Help Desk individuals.
2. Tier 2 Support shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.
5. When the Incident is resolved, Tier 2 Support shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

6.0—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Esri or its Authorized Distributor. Licensee agrees that Esri and its Authorized Distributor may publicize the existence of this ELA upon execution.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri Products and Services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this ELA. Licensee shall not seek any discount from the OEM partner or Esri based on the availability of Enterprise Products under this ELA. Licensee shall not decouple Esri Products or Services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this ELA, Licensee shall provide a written report detailing all Deployments to either (a) Esri if Licensee is located in the US or (b) Authorized Distributor if Licensee is located outside the US. The report will be subject to audit.

7.3 Renewal. Any follow-on ELA will be offered in accordance with then-current ELA pricing and license terms and conditions.

8.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

Licensee shall notify Esri and, if applicable, its Authorized Distributor in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (hereinafter

subsections i, ii, and iii collectively referred to as "Ownership Change"). There will be no decrease in the ELA Fee as a result of any Ownership Change.

8.1 If an Ownership Change increases the cumulative meter or customer count beyond the maximum level for this existing ELA, Esri and, if applicable, its Authorized Distributor reserve the right to increase the ELA Fee to the next higher ELA Fee level that applies to the new cumulative meter or customer count. In the event the Ownership Change increases the cumulative meter or customer count beyond the limits of this ELA, Esri and, if applicable, its Authorized Distributor have the option to terminate this ELA and the parties will negotiate a different agreement.

8.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization shall uninstall, remove, and destroy or transfer the Enterprise Products to Licensee.

8.3 This ELA may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri and, if applicable, its Authorized Distributor in writing in advance. If the assignment to the new entity is not approved, Licensee shall require any successor entity to uninstall, remove, and destroy the Enterprise Products, and this ELA will terminate upon such Ownership Change.

9.0—TRAINING

9.1 Training Description. Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

9.2 Unique Terms for the Small Enterprise Training Package

- a.** To order training, Licensee must include training in the Ordering Document for the ELA or provide an Ordering Document as required and specified within the ELA that matches the Esri quotation.
- b.** Where Licensee submits an additional Ordering Document to purchase training days for additional year(s), any unused training days will automatically roll over.
- c.** An Ordering Document is required annually for each three (3)-year term. Failure to submit an annual Ordering Document will result in the forfeit of unused training days.
- d.** Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
- e.** The training days are available for a period of twelve (12) months, commencing on the Effective Date, and ending when all training days are consumed, whichever is sooner.
- f.** Esri will invoice for outstanding training expenses where applicable.
- g.** Training days are not transferable and not refundable for any other Esri Products or services.



Amendment 1 to
Small Enterprise License Agreement
County and Municipality

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Amendment No. 1 is entered into by and between the City of Pittsburgh, Kansas ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with its principal place of business at 380 New York Street, Redlands, Ca 92373.

WHEREAS, Esri and Licensee entered into a Small Enterprise License Agreement with an Effective Date of _____ (hereinafter "Agreement");

WHEREAS, the parties desire to amend the Agreement to modify Section 3.1 Term; and

NOW THEREFORE, the parties agree:

- 1) Delete Section 3.1 Term and replace with the following:

The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for one year with two (2) additional one-year optional terms, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

Additionally, Licensee is obligated only to pay periodic payments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Except as modified by this Amendment, all other terms in the Agreement and any other previous amendments to the Agreement are incorporated herein by this reference and remain unchanged unless modified by a separate signed Amendment.

Accepted and Agreed:

CITY OF PITTSBURGH, KANSAS
(Licensee)

ENVIRONMENTAL SYSTEMS RESEARCH
RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Assistant Director of Public Works

DATE: January 22, 2014

SUBJECT: Agenda Item – January 28, 2014
KDOT Grant Resolution

The City of Pittsburg has been working in conjunction with local groups in preparing an application for a KDOT grant to be used to provide funds to create the South Rouse Connector Trail to improve our current Hike and Bike Trails system. KDOT has created a Transportation Enhancement Program to use federal funding for a few select types of non-traditional transportation project. These projects include categories which include Historic, Scenic & Environmental, and Bicycle & Pedestrian. The City of Pittsburg is looking at applying for this program to enhance our current Hiking and Biking trails located throughout the City. The South Rouse Connector Trail project would connect the residents in the subdivisions along South Rouse from Centennial to Southern City limit.

The City is requesting the adoption of the attached Resolution, which will accompany the application for KDOT's Transportation Enhancement Program. If awarded, these funds will be used to design and construct the South Rouse Connector Trail which will play a key part to the future completion of the Pittsburg Active Transportation Trails System

RESOLUTION OF SUPPORT

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF PITTSBURG TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES FUNDS SET FORTH BY THE FEDERAL MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY ACT FOR THE SOUTH ROUSE CONNECTOR TRAIL PROJECT IN PITTSBURG, KANSAS AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATION.

WHEREAS, the City of Pittsburg, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

WHEREAS, the City of Pittsburg, Kansas, desires to submit an application to the Kansas Department of Transportation for Transportation Alternatives program funds set forth by the Federal Moving Ahead for Progress in the 21st Century Act; and

WHEREAS, the City of Pittsburg, Kansas, is participating in the Kansas Department of Transportation's Transportation Alternatives Program set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, Federal monies are available under a Transportation Alternatives program set forth by the Federal Moving Ahead for Progress in the 21st Century Act, administered by the State of Kansas, Department of Transportation, for the purpose of Historic, Scenic and Environmental, and Pedestrian and Bicycle projects; and

WHEREAS, After appropriate public input and due consideration, the Governing Body of City of Pittsburg, Kansas has recommended that an application be submitted to the State of Kansas for the South Rouse Connector Trail project.

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

SECTION 1. That the City of Pittsburg, Kansas does hereby authorize the City Manager to submit an application to the Kansas Department of Transportation for Transportation Alternatives program funds set forth by the Federal Moving Ahead for Progress in the 21st Century Act on behalf of the citizens of City of Pittsburg, Kansas.

SECTION 2. That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the construction of the South Rouse Connector Trail project is available.

SECTION 3. That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the South Rouse Connector Trail project will be available for the life of the project.

SECTION 4. That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Transportation that the City of Pittsburg, Kansas, will have title or permanent easement to the South Rouse Connector Trail project by the time of project letting.

SECTION 5. That the City Manager of the City of Pittsburg, Kansas, is authorized to sign the application to the Kansas Department of Transportation for Transportation Alternatives program funds set forth by the Federal Moving Ahead for Progress in the 21st Century Act on behalf of the citizens of City of Pittsburg, Kansas. The City Manager is also authorized to submit additional information as may be required and act as the official representative of the City of Pittsburg in this and subsequent related activities.

SECTION 6. That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Transportation that the City of Pittsburg, Kansas, is willing and able to, if the South Rouse Connector Trail project is selected for funding, administer the designing, letting and construction of the South Rouse Connector Trail project.

ADOPTED AND PASSED by the Governing Body of the City of Pittsburg, Kansas, this 28th day of January, 2014.

MAYOR – Michael Gray

ATTEST:

CITY CLERK – Tammy Nagel

(Seal)