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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 24, 2015
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation
- b. Flag Salute Led by the Mayor
- c. Proclamation - Fair Housing Month - Received by Lacie Cottrell
- d. Public Input

CONSENT AGENDA:

- a. Approval of the March 10, 2015, City Commission Meeting minutes.
- b. Approval of staff recommendation to approve the April 24th, June 19th, August 21st and October 30th Art Walks as community events and, as such, to have the sound ordinance waived during those four events. Additionally, staff is recommending that a Cereal Malt Beverage license be approved for the April 24th, June 19th and August 21st Art Walks and for patrons under 21 to be allowed entry into the beer garden on Broadway between 5th and 6th Streets.
- c. Approval of staff recommendation to award the bid for the operation of the concession stands in the Don Gutteridge Sports Complex and Jaycee Ballpark located in Lincoln Park for the 2015 baseball and softball seasons to Doug Trudell, of Pittsburg, Kansas, based on his high bid received offering 20% of his net receipts of all concessions back to the Pittsburg Parks and Recreation Department.
- d. Approval of an Order vacating a portion of the east/west alley located in the 100 Block of East Quincy in Pittsburg, Crawford County, Kansas. (Request of Roger Heckert).
- e. Approval of Ordinance No. G-1221, providing for the change of certain areas from RP-3, Planned Medium Density Residential to RP-4, Planned Apartment House District amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg on first and only reading, if the Governing Body concurs.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 24, 2015
5:30 PM

- f. Approval of staff request to reappoint Paul Chappell (Licensed Building Contractor) to his fifth term, Bill Warlop (Lay Member), Brent Linder (Licensed Trade Member) and Paul Stewart (Licensed Architect) to second terms, and Brian Coomes (Licensed Engineer) to a first term as members of the Building Code Board of Appeals effectively immediately and to expire on December 31, 2017.

- g. Approval of the request submitted by the Girard National Bank to authorize the Mayor to sign the Warranty Deed between The City of Pittsburg and Centennial Real Estate, LLC, as Centennial Real Estate, LLC is paying off the remaining principal balance of The City of Pittsburg, Kansas Taxable Industrial Revenue Bond Series 2006A.

- h. Approval of the Appropriation Ordinance for the period ending March 24, 2015, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATIONS:

- a. ALTERNATE TRANSPORTATION SYSTEM - Director of Public Works Bill Beasley, Director of Parks and Recreation Kim Vogel and Assistant Director of Public Works Troy Graham will provide a presentation on an alternate transportation system network.

- b. NETWORK IMPROVEMENTS - Assistant City Manager Jay Byers will provide an update on recent improvements to the City's network.

CONSIDER THE FOLLOWING:

- a. LICENSE AND SERVICES AGREEMENT - TYLER TECHNOLOGIES - Staff is requesting authorization to enter into an agreement with Tyler Technologies for the purchase of court case management and document management software to be used by the Pittsburg Police Department.
Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 24, 2015
5:30 PM

- b. WWTP LEGACY CONTROL SYSTEM UPGRADE - Staff is requesting Governing Body approval of Change Order No. 7 reflecting an increase of \$132,125.00 making a new contract construction amount of \$323,921.00 for the Wastewater Treatment Plant Legacy Control System Upgrade Project, subject to KDH&E approval. **Approve or disapprove staff's request and, if approved, authorize the Mayor to sign the Change Order on behalf of the City of Pittsburg.**

- c. DISPOSITION OF BIDS - Bids were received on Tuesday, March 24th, 2015 for the provision of asphaltic concrete materials for the 2015 City Sales Tax Street Program and the Crawford County Engineer's Office consisting of an estimated combined total of 17,775 tons of asphaltic concrete and surface mix. Staff will provide a verbal recommendation for award of the bid. **Approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute contract documents once prepared.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor

CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: The Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

Whereas: The City of Pittsburg is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

Whereas: The Fair Housing groups and the United States Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

Whereas: Equal housing opportunity is a condition of life in our City that can and should be achieved.

Now, Therefore, I, Monica Murnan, Mayor of the City of Pittsburg, Kansas, do hereby proclaim the month of April 2015, as

FAIR HOUSING MONTH

and express the hope that this year's observance will promote fair housing practices throughout the City.

Dated this 24th day of March, 2015.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 10th, 2015

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, March 10th, 2015, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Monica Murnan presiding and the following members present: Michael Gray, John Ketterman, Chuck Munsell, and Patrick O'Bryan.

Mayor Murnan led the flag salute.

PUBLIC INPUT –

Erica Wilson, 601 West 3rd Street, on behalf of the Southeast Kansas Humane Society, requested the Governing Body waive the fees for the use of the lower level of Memorial Auditorium for the Human Society's 38th annual chili feed. Director of Parks and Recreation Kim Vogel thanked the Humane Society for their work in the community. Ms. Vogel spoke in opposition to the Humane Society's request to waive the fees for their upcoming chili feed.

Heidi Misasi, 311 Winwood Drive, spoke in opposition to the proposed rezoning of 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial.

Glen Clark, 212 West 19th Street, spoke in opposition to the proposed rezoning of 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial.

Carol Swaggart, 318 West 19th Street, spoke in opposition to the proposed rezoning of 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial.

Robert Kunshek, 308 Memorial Drive, spoke in favor of the proposed rezoning of 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial.

Scott Kunshek, 308 Memorial Drive, spoke in favor of the proposed rezoning of 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial.

Morgan Peak, 314 West 19th Street, spoke in opposition to the proposed rezoning of 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial.

SOUTHEAST KANSAS HUMANE SOCIETY FEE WAIVER REQUEST - Commissioner Munsell moved to approve the request submitted by the Southeast Kansas Humane Society to waive the fees associated with renting the lower level of Memorial Auditorium for their annual chili dinner. The motion died for lack of a second.

Mayor Murnan requested staff explore additional ways to partner with the Southeast Kansas Humane Society, including opportunities for the City to provide in-kind services to the Humane Society.

Paul Zagorski, 1912 South Locust, requested the City of Pittsburg explore the feasibility of a Sister City Agreement with Encarnacion, Paraguay.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 10th, 2015

APPROVAL OF MINUTES – FEBRUARY 24th, 2015 - On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the February 24th, 2015, City Commission Meeting minutes as submitted. Motion carried.

DOWNTOWN PITTSBURG HOUSING PARTNERS, L.P. – LOAN FORGIVENESS – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Economic Development Advisory Committee's (EDAC) recommendation to forgive the 2015 loan payment in the amount of \$6,666.66 owed by the Downtown Pittsburg Housing Partners, L.P., as they have met the requirements for forgiveness set forth in their loan agreement with the City and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

ORDINANCE NO. G-1220 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. G-1220, amending Section 78-116 of the Pittsburg City Code to prohibit parking on both sides of East and West 20th Street from a point 356 feet east of the east right-of-way line of Broadway Street west to the U.S. 69 Bypass, on first and only reading. Motion carried.

RESEARCH AND DEVELOPMENT PARK SECOND AMENDED AND RESTATED RESTRICTIVE COVENANTS AND CONDITIONS – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Second Amended and Restated Restrictive Covenants and Conditions for the Pittsburg Research and Development Park Addition and authorized the Mayor and City Clerk to sign the document on behalf of the City of Pittsburg. Motion carried.

LIBRARY ANNUITY FUND USE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the request submitted by the Board of Trustees of the Pittsburg Public Library to use \$7,821.75 from the library annuity fund to replace the fire alarm panel at the Pittsburg Public Library. Motion carried.

CEREAL MALT BEVERAGE LICENSE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the application submitted by Nilesch Nayee for a 2015 Cereal Malt Beverage License for the Gorilla Express located at 2401 South Rouse and authorized the City Clerk to issue the license. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending March 10th, 2015, 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.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 10th, 2015

AGREEMENT – RAILROAD CROSSING – On motion of Munsell, seconded by O'Bryan, the Governing Body approved Agreement No. 006143052 between the South Kansas and Oklahoma Railroad Company, the City of Pittsburg, Crawford County, Kansas, and the Secretary of Transportation of the State of Kansas to provide for the installation of railway-highway crossing signals, flashing light cantilever type and gates at a grade crossing (DOT #672628X) on Joplin Street between Jefferson Street and Adams Street with the project being funded 100% by KDOT, approved a Resolution authorizing the Mayor and City Clerk to execute the agreement, and authorized the Mayor and City Clerk to sign both documents on behalf of the City. Motion carried with Commissioner Gray abstaining due to his employment at Watco.

PUBLIC HEARING - REQUEST TO VACATE – Following Public Hearing, on motion of Gray, seconded by Ketterman, the Governing Body approved the request submitted by Roger Heckert to vacate a portion of the unimproved east/west alley located in the 100 Block of East Quincy described as: Beginning at the Southwest Corner of Lot 9; thence East 95 feet to the Southeast Corner of Lot 9; thence South 20 feet; thence West 105 feet; thence North 20 feet to the point of beginning, all located in Block 2 of the Broadway Park Addition to the City of Pittsburg, Crawford County, Kansas, and directed the preparation of the necessary Order. Motion carried.

REQUEST TO REZONE – On motion of O'Bryan, seconded by Munsell, the Governing Body disapproved the recommendation of the Planning and Zoning Commission to grant the request submitted by Robert Kunshek on behalf of Lightening Investments to rezone 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial to allow for the future construction of a storage building adjacent to the owner's existing property. Motion carried.

Mark Werner, 201 South Broadway, stated that the buyer's agent for the acquisition of this property, which closed on October 31st, 2014, was the current Chairman of the Planning and Zoning Commission. Mr. Werner indicated that had the buyer's agent/Chairman of the Planning and Zoning Commission excused himself from the vote of the Planning and Zoning Commission regarding the request to rezone, the outcome would have been different. City Attorney Henry Menghini indicated that unless the buyer's agent/Chairman of the Planning and Zoning Commission benefited from the change of zoning, he did not see any conflict of interest.

REQUEST TO REZONE – On motion of Gray, seconded by Ketterman, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant the request submitted by Small-Arrow Engineering on behalf of Summerscape LLC to rezone 2601 Springdale from RP-3 Planned Medium Density Residential to RP-4 Planned Apartment House District to allow for the future construction of a micro-efficiency apartment building. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 10th, 2015

REPLAT OF RIDDLE WOODS ADDITION – On motion of Ketterman, seconded by Gray, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant the request submitted by Tri-State Engineering on behalf of the Kansas City Southern Railroad to replat the Riddle Woods Addition located near the 500 Block of South Smelter, and authorized the Mayor and City Clerk to sign the plat on behalf of the City of Pittsburg. Motion carried.

SILVERCREEK MEDICAL REIMBURSEMENT SOLUTIONS EXPANSION PROJECT – On motion of Gray, seconded by O'Bryan, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to allocate \$30,000 from the Revolving Loan Fund to assist Silvercreek Medical Reimbursement Solutions with the infrastructure improvements needed for the company to relocate to 2400 North Broadway, with the allocation to be structured as a loan, with forgiveness if Silvercreek Medical Reimbursement Solutions creates five new jobs in the next two years and ten total new jobs within five years, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

LA QUINTA INN INFRASTRUCTURE ENHANCEMENT – On motion of Ketterman, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to allocate up to \$100,000 from the Revolving Loan Fund to fund sewer improvements and half of the sidewalk improvements for the La Quinta Inn to be constructed at the corner of Centennial and Broadway, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

QUINCY STREET IMPROVEMENTS – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved the recommendation of the Kansas Department of Transportation to award the contract for the Quincy Street Improvements Project (KDOT Project No. 19 U-2287-01) to Amino Brothers Company, Inc., of Kansas City, Kansas, for their low bid of \$1,815,052.32, and authorized the Mayor to execute the "Authority to Award Contract and Commitment of City Funds" pledging the City's share of \$688,000. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

40 YEAR SERVICE ANNIVERSARY - City Manager Hall congratulated Director of Public Works William Beasley on 40 years of employment with the City.

SISTER CITY REQUEST - It was the consensus of the Governing Body to direct staff to work with Paul Zagorski to explore the feasibility of a Sister City Agreement with Encarnacion, Paraguay, as discussed during the Public Input portion of this meeting.

INTRODUCTION OF NEWLY HIRED STAFF MEMBERS - City Manager Daron Hall introduced Director of Human Resources Rhonda Mosby and Director of Housing and Community Development Becky Gray.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 10th, 2015

BI-MONTHLY BUDGET REPORT - Director of Finance Jamie Clarkson provided the bi-monthly budget report for period ending February 28, 2015.

GOVERNMENT FINANCE OFFICERS ASSOCIATION BUDGET DOCUMENT AWARD - Mr. Clarkson announced that the City has been awarded the Distinguished Budget Presentation Award.

ADJOURNMENT: On motion of Gray, seconded by Ketterman, the Governing Body adjourned the meeting at 6:47 p.m. Motion carried.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
Jeff Wilbert, Downtown District Coordinator
CC: Tammy Nagel, City Clerk
Date: March 12, 2015
Subject: March 24, 2015 City Commission Meeting Agenda Item
Art Walk Events in Downtown Pittsburg

Heather and Roger Horton, 2015 Art Walk organizers, have submitted a Special Events Request to host the event 4 times this year. The Art Walk will be on Broadway from 4th Street to 7th Street. Under the leadership of the Horton's the Art Walks have grown into family friendly community events in Downtown Pittsburg.

As part of their request they are asking to for the Art Walk's to be officially recognized as community events and, as such, for the sound ordinance to be waived during the four scheduled events (April 24th, June 19th, and August 21st from 5:00 pm to 10:00 pm and October 30th from 5:00 pm to 8:00 pm).

Additionally, the Art Walk committee is requesting that Broadway, from 5th Street to 6th Street, be approved as a beer garden, including Europe Park. Their request would include using the buildings as boundaries on the east and west sides and utilizing barricades to make a single entry/exit point on the north and south sides (5th & 6th Streets). Because this is a family event they would like to waive the age limit of entry into this area of the event. Chief Hulvey has reviewed this plan and suggested that all 3.2 beer and wine coolers are placed in solo cups and those 21 and over need to have wrist bands, the committee agreed to these suggestions. Additionally, Chief Hulvey agreed to place officers at the north (6th Street) and south (5th Street) entrances/exits to assure no one leaves the premise with a beverage. Beverages from the festival will not be allowed inside any business on Broadway, nor will any patron of a business be allowed to exit that business with a beverage.

In this regard, can you please place an item on the March 24th City Commission Agenda? Action necessary would be the approval of an annual cereal malt license purchased by the Art Walk to be used for the April 24th, June 19th and August 21st beer gardens and approval of waiving the sound ordinance for April 24th, June 19th, August 21st and October 30th Art Walks.

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

Art Walk Beer Garden



- Entry/Exit
- Barricades
- Trash Cans

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: March 16, 2015

Subject: March 24, 2015 City Commission Meeting Agenda Item

Award of 2015 Concession Ball Park Bids

The City of Pittsburg Department of Parks and Recreation has received bids for operation of the ball park concession stands for the 2015 ball season. Bids were based on the percentage of net receipts of all concessions that the operator was willing to pay to PPRD along with the selection and pricing of goods sold.

Two bids were received for the operations and both bidders met specifications. Bid totals were as follows: Doug Trudell, of Pittsburg, KS – 20% of net receipts of all concessions; Parker Nielson, of Ft. Scott, KS – 18% of net receipt of all concessions. The high bidder for the operation of the stands was Doug Trudell, Pittsburg, KS. Mr. Trudell has worked with PPRD in the past and has proven to be reliable and provided great customer service. A bid tab sheet is attached for review.

In this regard, would you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, March 24, 2015. Staff is recommending the acceptance of the bid from Doug Trudell, Pittsburg, KS to operate the concession stands for the 2015 baseball/softball seasons and give 20% of net receipts of all concessions back to PPRD. Action necessary will be to approve or disapprove the bid, and if approved, authorize the Mayor to sign any necessary documents.

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



The City of Pittsburg, Kansas
Recapitulation of Bids
Operation of Concession Stands
Wednesday, March 11, 2015 --4:00 p.m.

Name and Address of Bidder	% of Net Receipts of All Concession Sales
Parker Nielson 602 Meadow Lane Ft. Scott, KS 66701	18%
Doug Trudell 1105 N. Tucker Pittsburg, KS 66762	20%



General Conditions

The bidder agrees that acceptance of any quotation by the City within a reasonable period of time constitutes a contract.

The bidder shall attach to and submit with this form, a complete list of items (and the proposed prices) to be offered for sale in the Concession Stand.

The City of Pittsburg reserves the right to accept the best bid, reject any and/or all bids, and the right to waive any irregularity in any bid. Bids received after the designated closing time will be returned unopened.

Bid Form

Date March 8th 2015

The undersigned hereby agrees to operate the Concession Stand next to Jim Kelly Softball Diamond in Lincoln Park for the 2015 Summer and Fall Softball Season and shall commence following award of the bid to the highest bidder, and end on or about November 15th, 2015, inclusive, in accordance with the specifications listed as follows:

20 % of the net receipts of all concession sales to be returned to the City of Pittsburg during the term of this Agreement.

NAME DOUG TRUDELL

ADDRESS 1105 N TUCKER

CITY Pittsburg STATE KS ZIP CODE 66762

TELEPHONE NO. 620-719-7913

BY Doug Trudell (serve safe Certified)
(Authorized Signature)

TITLE Manager

Concession Stand

Foods

Foods

DRINKS

Pulled Pork Sand. 3.50

Hotdogs or Chilidogs 2.00 / 2.50

Nachos 2.50

Walking Tacos 3.50

Powerade

Water 1.00

Cans of Soda 1.00

Snacks (Snacks 1.00-1.50)

Nuts or Trail mix

Large Pretz

Fruit Cups

Sunflower Seeds

Funnel Cake Sticks

Candy Bars

Popcorn

Bags of Chips \$.50

Ice Cream Cones 1.50

Ice Cream Sandwiches 1.50

Popsicles 1.00

Cracker Jacks

String Cheese

Beef Jerky

Meal Deals

Sandwich, chips, [¢]

a drink 4.00?

(sub fruit) or

Not sure about pricing until I can

get some cost of food, but here are

some estimated prices.

(prices won't vary much from estimated prices)



General Conditions

The bidder agrees that acceptance of any quotation by the City within a reasonable period of time constitutes a contract.

The bidder shall attach to and submit with this form, a complete list of items (and the proposed prices) to be offered for sale in the Concession Stand.

The City of Pittsburg reserves the right to accept the best bid, reject any and/or all bids, and the right to waive any irregularity in any bid. Bids received after the designated closing time will be returned unopened.

Bid Form

Date 3/10/15

The undersigned hereby agrees to operate the Concession Stands in the Don Gutteridge Sports Complex and Jaycee Ballpark for the 2015 Summer and Fall Softball Leagues and Tournaments and shall commence following award of the bid to the highest bidder, and end on or about November 15th, 2015, inclusive, in accordance with the specifications listed as follows:

18 % of the net receipts of all concession sales to be returned to the City of Pittsburg during the term of this Agreement.

NAME Parker Nielson

ADDRESS 602 Meadow Lane

CITY Ft. Scott STATE KS ZIP CODE 66701

TELEPHONE NO. 417 321 0069

BY [Signature]

(Authorized Signature)

TITLE Gen Manager Nielson Entertainment & Concession

MENU

angus 1/4pd burger	\$3.50	
all beef 1/4 hot dog	\$3.00	
grilled chicken breast	\$4.00	
smoked polish	\$3.50	
pulled pork	\$4.00	
walking tacos	\$3.00	
taco salad	\$4.00	
nachos and cheese	\$3.00	
deluxe nachos and chdeluxe add	\$4.00	
funnel cake	\$4.00	
pop corn	\$2.00	
bavarian roasted nuts	\$4.00	
ball park peanuts	\$2.00	
sunflower seeds	\$1.00	
assorted chips	\$1.00	
assorted candy bars	\$1.00	
granola bars assorted	\$1.00	
assorted fruit	\$1.00	
soft drinks	can	\$1.00

soft drinks	plastic bottle	\$2.00
sport drinks(gatrade/pwrade)		\$2.00
water		\$1.00
coffee		\$1.00
hot chocolate		\$1.00
breakfast burritos		\$2.00
sausage biscuits		\$1.00
cinnamon rolls		\$3.00
donuts		\$0.50

ORDER VACATING A PORTION OF AN ALLEY

AN ORDER, vacating a portion of the east/west alley located in the 100 Block of East Quincy in Pittsburg, Crawford County, Kansas, described as: Beginning at the Southwest Corner of Lot 9; thence East 95 feet to the Southeast Corner of Lot 9; thence South 20 feet; thence West 105 feet; thence North 20 feet to the point of beginning, all located in Block 2 of the Broadway Park Addition to the City of Pittsburg, Crawford County, Kansas.

WHEREAS, notice has been duly given that the Governing Body would hold a public hearing to consider a Petition to vacate the alley hereinafter described, with notice being published in The Morning Sun on January 29, 2015, pursuant to K.S.A. 12-504;

WHEREAS, said public hearing was held on March 10, 2015, with no adjoining property owner appearing in opposition to the Petition;

WHEREAS, no private rights will be injured or endangered by the vacation, the public will suffer no loss or inconvenience thereby, and the Petition should be granted;

WHEREAS, no written objection to the Petition has been filed by any owner or adjoining party who would have been a proper party to the Petition; and

WHEREAS, it is by the Governing Body of the City of Pittsburg, Kansas, deemed expedient and in the best interest of the City that the alley hereinafter described be vacated.

NOW, THEREFORE, BE IT ORDERED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS.

Section 1: That the east/west alley located in the 100 Block of East Quincy in Pittsburg, Crawford County, Kansas, described as: Beginning at the Southwest Corner of Lot 9; thence East 95 feet to the Southeast Corner of Lot 9; thence South 20 feet; thence West 105 feet; thence North 20 feet to the point of beginning, all located in Block 2 of the Broadway Park Addition to the City

of Pittsburg, Crawford County, Kansas, is hereby vacated; retaining the entire length and width as a utility easement.

Section 2: The land comprising that portion of the alley hereby vacated and closed shall revert to the adjoining owners of land in the same proportion as when originally taken, subject to the above referenced easement for utility purposes.

Section 3: Upon the execution of this Order, the City Clerk or the Deputy City Clerk shall certify true copies thereof and send one copy to the office of the County Clerk and also a certified copy thereof to the office of the Register of Deeds for recording as provided by K.S.A. 12-505.

SO ORDERED AND PASSED the 24th day of March, 2015.

Mayor – Monica Murnan

ATTEST:

City Clerk - Tammy Nagel

(SEAL)

(Published in The Morning Sun on March 27th, 2015)

ORDINANCE NO. G-1221

AN ORDINANCE, providing for the change of certain area from Planned Medium Density Residential (RP-3) to Planned Apartment House District (RP-4).

WHEREAS, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance relating to area and use zoning and amendment of the Zoning District Boundary Map.

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

Section 1. That the Planned Apartment House District (RP-4), as defined by the Zoning Ordinance, is hereby amended and supplemented to include the following described real estate in the City of Pittsburg, Crawford County, Kansas, to-wit:

Lot 1 of Block 4 of Summerfield Subdivision Phase I, Pittsburg, Crawford County, KS and Lots 2 and 3 of Block 4 of Summerfield Subdivision Phase II, Pittsburg, Crawford County, Kansas, according to the recorded plat thereof.

Section 2. That Zoning Ordinance No. G-663, as amended, including the Zoning District Boundary Map adopted on May 28, 1991, and periodically revised, is hereby amended and supplemented to include the area and use as set out in the preceding section.

Section 3. This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

ADOPTED AND APPROVED this 24th day of March, 2015.

Mayor – Monica Murnan

ATTEST:

City Clerk - Tammy Nagel

(SEAL)



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: TIM BELL
Building Official

DATE: March 11, 2015

SUBJECT: Agenda Item – March 24, 2015
Appointment to the Building Code Board of Appeals

The terms of Paul Chappell, Brent Linder, Bill Warlop, Paul Stewart and Brian Coomes as members on the Building Code Board of Appeals expired on December 31, 2014. The Ordinance establishing this Board requires specific professions to serve as members. Since there are not an abundance of registered architects or professional engineers in the area, the staff has had difficulty replacing these members. At the staff's request in 2002, the City Commission waived the term requirements of the Board members allowing them to serve multiple terms.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 24th, 2015. Action being requested is reappointment of Mr. Chappell, Licensed Building Contractor, to his fifth term. Also to reappoint Bill Warlop, Lay Member, Brent Linder, Licensed Trade Member, and Paul Stewart, Licensed Architect, to their second terms and appoint Brian Coomes, Licensed Engineer, to his first term.

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



100 E. Forest P.O. Box 67 Girard, Kansas 66743
(620) 724-8223 Fax (620) 724 8466
www.gn-bank.com

March 9, 2015

City of Pittsburg
Attn: City Council
201 W. 4th Street
Pittsburg, Kansas 66743

Re: City of Pittsburg – Taxable Industrial Revenue Bond 2006A (Names & Numbers)

Honorable Council Members:

The Girard National Bank has approved a loan to Centennial Real Estate, LLC (Ken & Debra Brock, owners) for the purpose of paying off the remaining principal balance of The City of Pittsburg, Kansas Taxable Industrial Revenue Bond Series 2006A (Names & Numbers Project). The loan should close on or before March 31, 2015, the maturity date of the bonds.

In order to close this transaction, we respectfully request that you sign the enclosed deed. This deed will be held by the closing agent, Crawford County Abstract Company, and released once the loan is closed and the owners of the IRB's (Academy Bank and Girard National Bank) are paid in full.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Mark Schifferdecker
President & CEO

enclosure

WARRANTY DEED
(Following Kansas Statutory Warranty Form)

This _____ day of _____, 20_____

The City of Pittsburg, Kansas, a municipal Corporation, by and through Monica Murnan, its Mayor

CONVEY ___ AND WARRANT ___ TO

Centennial Real Estate, LLC

all the following described REAL ESTATE in the County of Crawford, State of Kansas, to-wit:

See Exhibit A

For the sum of Ten Dollars and any other valuable considerations

EXCEPT AND SUBJECT TO: Any Easements of record

City of Pittsburg, Kansas

By and through Monica Murnan, Mayor

STATE OF _____, COUNTY OF _____, ss

BE IT REMEMBERED, that on this _____ day of _____, A.D. 20_____,
before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

The City of Pittsburg, Kansas, a municipal Corporation, by and through Monica Murnan, its Mayor

who is/are personally known to me be the same person(s) who executed the within instrument of writing
and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above
written.

Notary Public

Term expires _____, 20_____

Exhibit A

A portion of Lot Number Four (4) in the Pittsburg Research and Development Park Addition to the City of Pittsburg, Kansas, bounded and described as follows:

Commencing at the Northeast corner of said Lot 4; thence West along the North line of said Lot 4 a distance of 182.45 feet; thence South and perpendicular to said North line a distance of 166.45 feet to the point of beginning of the following described tract; thence South and perpendicular to said North line a distance of 114.00 feet; thence East and parallel with said North line a distance of 57.60 feet; thence North and perpendicular to said North line a distance of 39.90 feet; thence East and parallel with said North line a distance of 29.80 feet; thence North and perpendicular to said North line a distance of 49.60 feet; thence West and parallel with said North line a distance of 29.80 feet; thence North and perpendicular to said North line a distance of 24.50 feet; thence West and parallel with said North line a distance of 57.60 feet to the point of beginning.

AND

a portion of Lot Number Five (5) in the Pittsburg Research and Development Park Addition to the City of Pittsburg, Kansas, bounded and described as follows:

Commencing at the Northwest corner of said Lot 5; thence East along the North line of said Lot 5 a distance of 133.75 feet; thence South and perpendicular to said North line a distance of 166.45 feet to the point of beginning of the following described tract; thence South and perpendicular to said North line a distance of 114.00 feet; thence West and parallel with said North line a distance of 57.60 feet; thence North and perpendicular to said North line a distance of 39.90 feet; thence West and parallel with said North line a distance of 29.80 feet; thence North and perpendicular to said North line a distance of 49.60 feet; thence East and parallel with said North line a distance of 29.80 feet; thence North and perpendicular to said North line a distance of 24.50 feet; thence East and parallel with said North line a distance of 57.60 feet to the point of beginning.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/06/2015			174588		
C-CHECK	VOID CHECK	V	3/06/2015			174589		
C-CHECK	VOID CHECK	V	3/06/2015			174595		
C-CHECK	VOID CHECK	V	3/06/2015			174596		
C-CHECK	VOID CHECK	V	3/13/2015			174618		
C-CHECK	VOID CHECK	V	3/13/2015			174630		
C-CHECK	VOID CHECK	V	3/13/2015			174631		
C-CHECK	VOID CHECK	V	3/13/2015			174632		
C-CHECK	VOID CHECK	V	3/13/2015			174634		
C-CHECK	VOID CHECK	V	3/13/2015			174635		
C-CHECK	VOID CHECK	V	3/13/2015			174636		

* * 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:	11	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
	11	0.00	0.00	0.00
BANK: * TOTALS:	11	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/04/2015 THRU 3/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0523	AT&T	R	3/06/2015			174587		3,998.21
4263	COX COMMUNICATIONS KANSAS LLC	R	3/06/2015			174590		158.95
6420	ADAM HARRISON	R	3/06/2015			174591		1,113.00
7151	TOTALFUNDS BY HASLER	R	3/06/2015			174592		1,500.00
2877	KDHE - BUREAU OF WATER	R	3/06/2015			174593		25.00
5589	VERIZON WIRELESS SERVICES, LLC	R	3/06/2015			174594		1,281.01
2350	WASTE CORPORATION OF MISSOURI	R	3/06/2015			174597		72.95
1108	WESTAR ENERGY	R	3/06/2015			174598		139.45
5941	WILDCAT EXTENSION DISTRICT - C	R	3/06/2015			174599		245.50
7151	TOTALFUNDS BY HASLER	R	3/06/2015			174600		1,000.00
1	ANGELES, MONICA	R	3/13/2015			174612		25.00
7263	ELDON BARTLEY	R	3/13/2015			174613		7.26
3516	CITY OF PITTSBURG	R	3/13/2015			174614		150.00
3516	CITY OF PITTSBURG	R	3/13/2015			174615		300.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	3/13/2015			174616		2,500.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/13/2015			174617		2,887.29
0095	CRAWFORD COUNTY TREASURER	R	3/13/2015			174619		529.00
0118	FED EX	R	3/13/2015			174620		26.03
1	MITCHELL, LANA	R	3/13/2015			174621		45.00
0175	REGISTER OF DEEDS	R	3/13/2015			174622		108.00
7111	RLI	R	3/13/2015			174623		25.00
6716	SID BOEDEKER SAFETY SHOE SERVI	R	3/13/2015			174624		114.99

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/04/2015 THRU 3/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	SMETHWICH & SON	R	3/13/2015			174625		100.00
7304	ALEXANDER STEWART	R	3/13/2015			174626		783.65
7303	RANDALL STRINGER	R	3/13/2015			174627		222.26
0349	UNITED WAY OF CRAWFORD COUNTY	R	3/13/2015			174628		107.89
5589	VERIZON WIRELESS SERVICES, LLC	R	3/13/2015			174629		6,916.64
1108	WESTAR ENERGY	R	3/13/2015			174633		92,747.74
1	WHITT, CARLA	R	3/13/2015			174637		200.00
5371	PITTSBURG FAMILY YMCA	R	3/13/2015			174638		113.52
6154	4 STATE MAINTENANCE SUPPLY INC	R	3/17/2015			174639		395.55
2004	AIRE-MASTER OF AMERICA, INC.	R	3/17/2015			174640		15.91
0748	CONRAD FIRE EQUIPMENT INC	R	3/17/2015			174641		3,480.34
0095	CRAWFORD COUNTY TREASURER	R	3/17/2015			174642		73.70
5857	CREATIVE PRODUCT SOURCING INC	R	3/17/2015			174643		80.00
6088	EMERGENCY RESPONSE SOLUTIONS,	R	3/17/2015			174644		213.83
6358	FIRE X INC	R	3/17/2015			174645		30.75
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	3/17/2015			174646		246.35
5770	JOPLIN FREIGHTLINER SALES INC	R	3/17/2015			174647		6,263.84
1991	KANSAS OFFICE OF STATE FIRE MA	R	3/17/2015			174648		30.00
6656	KNIPP EQUIPMENT INC	R	3/17/2015			174649		643.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	3/17/2015			174650		360.00
6750	HW LOCHNER, BWR DIVISION	R	3/17/2015			174651		2,490.47
6697	PITTSBURG EMERGENCY PHYSICIAN,	R	3/17/2015			174652		87.02

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/04/2015 THRU 3/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6536	POLYDYNE INC	R	3/17/2015			174653		2,812.50
1	SOUTHEAST KANSAS LIVING	R	3/17/2015			174654		132.00
7053	U.S. PEROXIDE, LLC	R	3/17/2015			174655		950.00
3069	VIA CHRISTI PROFESSIONAL SERVI	R	3/17/2015			174656		309.60
0046	ETTINGERS OFFICE SUPPLY	E	3/11/2015			999999		333.89
0055	JOHN'S SPORT CENTER, INC.	E	3/11/2015			999999		1,403.00
0078	SUPERIOR LINEN SERVICE	E	3/11/2015			999999		63.98
0084	INTERSTATE EXTERMINATOR, INC.	E	3/11/2015			999999		350.00
0105	PITTSBURG AUTOMOTIVE INC	E	3/11/2015			999999		1,400.06
0112	MARRONES INC	E	3/11/2015			999999		115.45
0117	THE MORNING SUN	E	3/11/2015			999999		118.47
0133	JIM RADELL CONSTRUCTION INC	E	3/11/2015			999999		27,306.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	3/11/2015			999999		300.00
0154	BLUE CROSS & BLUE SHIELD	D	3/06/2015			999999		784.50
0185	MISSION CLAY PRODUCTS LLC	E	3/11/2015			999999		333.76
0194	KANSAS STATE TREASURER	E	3/10/2015			999999		153,753.75
0194	KANSAS STATE TREASURER	E	3/11/2015			999999		7,606.50
0224	KDOR	D	3/06/2015			999999		789.80
0224	KDOR	D	3/09/2015			999999		4,562.83
0292	UNIFIRST CORPORATION	E	3/11/2015			999999		118.30
0294	COPY PRODUCTS, INC.	E	3/11/2015			999999		1,380.00
0306	CASTAGNO OIL CO INC	E	3/11/2015			999999		75.75

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/04/2015 THRU 3/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321	KP&F	D	3/13/2015			999999		45,405.80
0328	KANSAS ONE-CALL SYSTEM, INC	E	3/11/2015			999999		189.00
0337	CROSS-MIDWEST TIRE	E	3/11/2015			999999		86.75
0375	CONVENIENT WATER COMPANY	E	3/11/2015			999999		65.00
0420	CONTINENTAL RESEARCH CORP	E	3/11/2015			999999		184.74
0444	ROBERT BRENT LINDER	E	3/11/2015			999999		4,201.16
0534	TYLER TECHNOLOGIES INC	E	3/11/2015			999999		1,140.00
0571	WILBERT MFG. & SUPPLY	E	3/11/2015			999999		71.20
0597	MIDWEST MINERALS INC	E	3/11/2015			999999		288.84
0650	HOME CENTER CONSTRUCTION	E	3/10/2015			999999		25,020.00
0709	PURVIS INDUSTRIES LTD	E	3/11/2015			999999		239.36
0728	ICMA	D	3/13/2015			999999		928.93
0823	TOUCHTON ELECTRIC INC	E	3/11/2015			999999		418.00
1050	KPERS	D	3/13/2015			999999		37,444.06
1141	THE G W VAN KEPPEL COMPANY	E	3/11/2015			999999		334.70
1478	KANSASLAND TIRE OF PITTSBURG	E	3/11/2015			999999		374.06
1490	ESTHERMAE TALENT	E	3/11/2015			999999		75.00
2035	O'BRIEN ROCK CO., INC.	E	3/11/2015			999999		5,819.85
2960	PACE ANALYTICAL SERVICES INC	E	3/11/2015			999999		1,015.00
3261	PITTSBURG AUTO GLASS	E	3/11/2015			999999		250.00
3570	AMERICAN EXPRESS, INC	D	3/04/2015			999999		218.11
3802	BRENNTAG MID-SOUTH INC	E	3/11/2015			999999		2,061.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/04/2015 THRU 3/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4072	MERCHANT E-SOLUTIONS	D	3/05/2015			999999		842.23
4307	HENRY KRAFT, INC.	E	3/11/2015			999999		184.60
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	3/11/2015			999999		182.68
4618	TRESA MILLER	E	3/11/2015			999999		2,372.80
5014	MID-AMERICA SANITATION	E	3/11/2015			999999		810.00
5185	FERGUSON ENTERPRISES INC	E	3/11/2015			999999		682.33
5275	US LIME COMPANY-ST CLAIR	E	3/11/2015			999999		4,304.68
5552	NATIONAL SIGN CO INC	E	3/11/2015			999999		1,600.15
5566	VINYLPLEX INC	E	3/11/2015			999999		115.39
5590	HD SUPPLY WATERWORKS, LTD.	E	3/11/2015			999999		10,625.54
5855	SHRED-IT USA INC	E	3/11/2015			999999		19.66
5904	TASC	D	3/13/2015			999999		7,030.73
6117	ALEXANDER OPEN SYSTEMS, INC	E	3/11/2015			999999		41,687.50
6203	SOUTHWEST PAPER CO INC	E	3/11/2015			999999		340.56
6415	GREAT WEST TANDEM KPERS 457	D	3/13/2015			999999		3,320.00
6559	FOUR STATE DOORS LLC	E	3/11/2015			999999		1,922.14
6952	ADP INC	D	3/06/2015			999999		615.54
7118	SP DESIGN & MFG, INC	E	3/11/2015			999999		454.04
7128	SWABY MFG	E	3/11/2015			999999		2,496.00
7240	JAY HATFIELD CERTIFIED USED CA	E	3/11/2015			999999		1,135.76
7283	CORESOURCE, INC	D	3/12/2015			999999		42,146.26
7290	DELTA DENTAL OF KANSAS INC	D	3/06/2015			999999		3,220.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 3/04/2015 THRU 3/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7290	DELTA DENTAL OF KANSAS INC	D	3/13/2015			999999		1,578.20
7295	CONLEY SPRINKLER, INC	E	3/11/2015			999999		1,576.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	48	136,058.20	0.00	136,058.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	148,886.99	0.00	148,886.99
EFT:	50	307,005.84	3.44CR	307,002.40
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	112	591,951.03	3.44CR	591,947.59
BANK: 80144 TOTALS:	112	591,951.03	3.44CR	591,947.59

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 3/04/2015 THRU 3/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0056	NEWSPAPER HOLDINGS	E	3/09/2015			999999		638.30
0276	JOE SMITH COMPANY, INC.	E	3/16/2015			999999		107.29
0306	CASTAGNO OIL CO INC	E	3/09/2015			999999		3,850.00
0577	KANSAS GAS SERVICE	E	3/16/2015			999999		20,568.30
0753	CRAWFORD COUNTY MENTAL HEALTH	E	3/16/2015			999999		12,500.00
0754	PSU SUBSTANCE ABUSE	E	3/16/2015			999999		3,000.00
0866	AVFUEL CORPORATION	E	3/16/2015			999999		18,973.87
1030	FREDDY VAN'S INC	E	3/09/2015			999999		47,300.00
1767	KIM VOGEL	E	3/09/2015			999999		180.00
2111	DELL MARKETING L.P.	E	3/16/2015			999999		6,674.28
2352	DONNA PASHIA	E	3/09/2015			999999		856.10
2433	THE MORNING SUN	E	3/16/2015			999999		1,790.65
2921	DP2 BILLING SOLUTIONS, LLC	E	3/16/2015			999999		4,843.33
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	3/16/2015			999999		67.41
5195	FERN AND ANGERMAYER LLC	E	3/09/2015			999999		600.00
5482	JUSTIN HART	E	3/09/2015			999999		60.00
5711	SHAWNEE MISSION FORD	E	3/16/2015			999999		218,237.00
6060	UNIQUE METAL FABRICATIONS INC	E	3/09/2015			999999		328.00
6175	HENRY C MENGHINI	E	3/09/2015			999999		282.00
6192	KATHLEEN CERNE	E	3/09/2015			999999		600.00
6595	AMAZON.COM, INC	E	3/16/2015			999999		2,950.37
6630	PATRICK WALKER	E	3/09/2015			999999		160.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 3/04/2015 THRU 3/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6718	NATIONAL SCREENING BUREAU	E	3/09/2015			999999		632.00
6875	DARON HALL	E	3/16/2015			999999		485.20
6992	CHARITI LOMOUR ROMINE	E	3/09/2015			999999		1,978.83
7028	MATHEW L. FRYE	E	3/09/2015			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	3/09/2015			999999		56.10
7240	JAY HATFIELD CERTIFIED USED CA	E	3/09/2015			999999		204.00

* * 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:	28	348,323.03	0.00	348,323.03
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: EFT	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			28	348,323.03	0.00	348,323.03
BANK: EFT	TOTALS:		28	348,323.03	0.00	348,323.03
REPORT TOTALS:			151	940,274.06	3.44CR	940,270.62

Passed and approved this 24th day of March, 2015.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Pittsburg, Kansas.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.

- “**Third Party Products**” means the Third Party Software and Third Party Hardware.
- “**Third Party Software**” means the third party software, if any, identified in the Investment Summary.
- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation.
- “**Tyler Software**” means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- “**we**”, “**us**”, “**our**” and similar terms mean Tyler.
- “**you**” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties. Nothing in this Section 1.3 shall be construed as preventing you from complying with the Kansas Open Records Act, as amended. You agree to provide us prompt notice of any request for disclosure and provide reasonable cooperation, at our expense, should we wish to challenge such disclosure through available legal means.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary,



including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement. If we are unable to cure a Priority 1 Defect, as defined in our then-current support call process within sixty (60) business days of notice of said Defect, you may terminate this Agreement in accordance with the provisions of Section G.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you. If we are unable to re-perform such services within sixty (60) business days of notice, you may terminate this Agreement in accordance with the provisions of Section G.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and

other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products. Access to Client personnel, facilities and equipment will be provided during normal business hours (8:00 AM to 5:00 PM Central time). Access to personnel, facilities and equipment outside of normal business hours will be granted at Client's discretion with prior notification or on an emergency basis.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software Products, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).



- 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
 4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you within thirty (30) days that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan and you verify that the actions have resolved the issue. Failure to provide verification or written reasons why verification is denied within fifteen (15) days of our completion of all action items outlined in the plan will result in all such items being deemed verified for all purposes. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice within thirty (30) days. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as

described above.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.
3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us within ten (10) business days in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right

to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office within thirty (30) days of the written dispute notice, unless otherwise agreed. Offers of settlement between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Evidence 408 or any similar applicable state rule. Dispute resolution meetings and discussions between senior representatives will be deemed confidential and not subject to disclosure to the extent permitted by applicable law. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control. Within thirty business (30) days of any such change of control, Client may terminate this Agreement by providing written notice. In the event of termination under this provision, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have

incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent

such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

- 18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, without regard to its rules on conflicts of law.
- 20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
- 21. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process

- 22. Tyler's Proposal. This Agreement incorporates the following pages from our proposal to you dated May 19, 2014. In any conflict as to terms, the Agreement and Exhibits A through C shall control. Without limiting the foregoing, you acknowledge (i) that you have not purchased all products and services included in our proposal and that only those products and services shown in the Investment Summary attached as Exhibit A are to be provided to you under this Agreement, (ii) that our support and maintenance obligations are as detailed in our Maintenance and Support Agreement attached as Exhibit C, and (iii) that the proposed implementation plan referenced below is a sample only, and that implementation will be conducted according to a mutually agreed and developed implementation plan tailored to your project.

- Section 2, Court Solution Overview, pages 15-20
- Section 3, Technical Architecture, pages 21-28
- Section 5, Support Services, page 33-37
- Section 6, Responses to Functionality Table, pages 38-41 and 33-64
- Section 7, Proposed Implementation Plan, pages 72-80



Section 9, Vendor Background, pages 95-100

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
Local Government Division

City of Pittsburg

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, Texas 79414
Attention: Brett Cate

Address for Notices:

City Manager, City of Pittsburg
201 W. 4th St
Pittsburg
Attention: Director of Innovation



Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.



Prepared for:	City of Pittsburg	Contract ID # :	2014-0183
Contact Person:	Jay Byers	Issue Date:	07/16/14
Address:	201 W 4th St Pittsburg, KS 66762 6202305685.00	Sales Rep:	R. Burns
Phone:		Tax Exempt:	Yes / No
Fax:			
Email:	jay.byers@pittks.org		

Product, Service & Equipment	Upon Execution	Upon Delivery	As Agreed Upon	As Progress Occurs	Totals	Annual Fees
Total Hosted (Online) Applications						1,200
Total Applications Software	7,613	18,270				7,613
License Fees - INCODE Court Case Management Suite			3,698		24,650	
License Fees - INCODE Document Management Suite			870		5,800	
Total System Software	190	456	114		760	190
Total Professional Services						
Implementation				16,000	16,000	
Project Management				1,500	1,500	
Data Conversion				7,500	7,500	
Totals	7,803	18,726	4,682	25,000	56,210	9,003

Please Note: Travel expenses will be billed as incurred.

Please Note: Incode Notification fees are not included in the totals above. See Incode Notification page for detail and billing schedule.

Software Licenses

Jay Byers
 City of Pittsburgh
 July 16, 2014



Application Software	QTY	Hours	License Fee	Estimated Services	Annual Fee
Incode Court Case Management Suite					
Criminal Court Case Management	1	88	24,650	14,000	6,163
Probation Module	1	20			
Cash Collections (Already licensed to the City)	N/C	4			
Court/Police Interface to New World Aegis (Citations/Warrants/Dispositions)	1	Included			
General Ledger Interface to Incode	N/C	Included			
Incode Content/Document Management Suite					
			5,800	2,000	1,450
Incode Printing and Reporting Solutions					
Secure Signatures (includes 2 signatures)	1	Included			
Output Director					
Output Director (Already Licensed to the City)	N/C	8			
(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)					
Laserfiche Output Channel	1	Included			
Content Management					
Laserfiche Court Suite Interface	1	8			
System Software & Network Services					
			760		190
System Software					
System Software (Existing Financial Customer)	7				
Professional Services					
				1,500	
Professional Services					
Project Management				1,500	
Incode Application Subtotal					
		128	30,450	16,000	7,613
System Software Subtotal					
			760		190
Professional Services					
				1,500	
Application and System Software Total					
			31,210	17,500	7,803

Accu4GL 7

Professional Services

Jay Byers
City of Pittsburgh
July 16, 2014



Conversion Services	Programming Fee	Hours	Estimated Services	Conversion Fee
Court Applications				7,500
Court Case Management Court	4,500	8	1,000	
- Basic Case Data				
Warrants & Judgements	1,500	4	500	
Conversion Services Total	6,000	12	1,500	7,500

Hosted Applications

Jay Byers
City of Pittsburg
July 16, 2014



Service	Charges	Initial Year	Annual Fee
Citizen Portal			
INCODE Court Online Component			
Monthly support/maintenance fee	100 /month	1,200	1,200
- Display of citation/citations for payment			
- Display of Payment Plans			
- Payment Options			
- Drivers Safety Course			
- Deferred Disposition			
- Make Payment			
- Collects plea from defendant			
- Security -- SSL (Secure Socket Layer)			
- Payment Processing - Credit Card			
• Payment packet is created to be imported to Court System			
<i>NOTE: Defendant pays \$2.50 - \$3.50 fee per transaction for payment on-line.</i>			
Hosted Applications Total			1,200
			1,200

INCODE Notification

Jay Byers
City of Pittsburg
July 16, 2014



INCODE Notification for Courts

INCODE Notification for Courts (\$1 per violation)

- Defendant Notification by Phone
- Call can be made for:
 - Citation Issued
 - Court Date Reminder
 - Court Date Missed, Notify of Next Step
 - Warrant Issued
 - Payment Plan due date reminder
 - Etc.
- Case updated after call
 - Call taken live
 - Left message
 - No answer
- Court creates unique message for each call type
- Call message can be English or Spanish
- Call Attorney, rather than Defendant

Note: The Court will be billed for the cases in which calls are made. The \$1.00 charge per violation includes up to 4 calls per violation, as shown above. The Court will be billed by Tyler Technologies monthly for the calls conducted.

The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with setup and creation of campaigns.

- Trial offer is free for 30 days.
- Campaign is limited to a one year time frame.
- Both campaigns must be used within the 30 day time frame.
- If more than 2 campaigns are used, then customer will be billed for the additional campaigns.



Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% ninety (90) days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Maintenance and support fees are waived through the earlier of (a) ninety (90) days after use of the Tyler Software in live production; or (b) one hundred eighty (180) days after the Available Download Date. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of that earlier-of date.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed at hourly rates and invoiced as delivered.

2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the earlier of (a) ninety (90) days after use of Tyler Software in live production; or (b) one hundred eighty (180) days from the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.

6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Incode Customer Support

1 About Incode Customer Support

Support Availability

Product	Days of the Week	Hours of Operation
Incode Customer Support	Monday - Friday	7 a.m. to 7 p.m. (Central)
Tyler Public Safety Support	Monday - Friday	7 a.m. to 7 p.m. (Central)

Incode Customer Support consists of four functional areas:

- Financial Modules – General Ledger, Accounts Payable, Payroll, Fixed Assets, Budgeting, Check Reconciliation, etc.
- CIS/CRM Modules – CIS includes Utility Billing, Cash Collections, Handhelds, and Service Orders; CRM includes Accounts Receivable, Business License, Building Projects, Call Center, Cemetery Records, and Sales Tax.
- Court Case Management
- Tyler Public Safety (TPS)

Each functional area consists of four levels of personnel: (1) Front line Customer Support Representatives are assisted by (2) Advisors – senior representatives – and both are managed by (3) Team Leaders. These Team Leaders report to the (4) Support Group Managers.

2 Contacting Incode Customer Support

Incode Customer Support can be contacted by

1. Email – Great for low priority and project-type issues
2. Chat – Useful for quick help and allows you to do other tasks while we resolve your issue
3. Internet – Best for low priority and project-type issues
4. Telephone – Great for complex questions

2.1 Email Support at Incode.Support@tylertech.com

1. From any Incode window, click **Help** on the menu bar and select *Support > Email* to open an email message with this address. The email message must contain the following information:
 - Area of support (use the list above as a reference for functional areas)
 - Question
 - Priority
 - Priority 1 – Critical (system is currently down)
 - Priority 2 – High (need immediate assistance)
 - Priority 3 – Medium (respond within one day)
 - Priority 4 – Non-critical

- Your contact information
 - Screen prints or attachments (as necessary)
2. Your email will be received and logged by Incode Support, and an incident number will be assigned. You will receive an email reply from Incode Support with the incident number.

2.2 Chat with a Support representative online at www.tylertech.com.

Log in to tylertech.com and click **Client Support > Incode > Live Support** to chat with a Support team member via instant message. Just click on the area of support needed and follow the prompts.

2.3 Create a Support incident online at www.tylertech.com.

Log in to tylertech.com and click **Online Support Incidents > Enter Online Support Incidents > Add a new support incident**. Follow the prompts to log a new incident with Incode Support. You will receive an incident number after you click **Submit**.

2.4 Call Support toll-free at 1-800-646-2633.

- Press 1 for Support
 - Press 1 for Incode Support (Financials, Cash Collections, Utility Billing, Citizen Services, and Municipal Court)
 - Press 1 for Financials
 - Press 2 for Cash Collections
 - Press 3 for Utility Billing
 - Press 4 for Citizen Services
 - Press 5 for Municipal Court
 - Press 2 for Tyler Public Safety
 - Press 3 for Imaging Support (Tyler Content Manager)
 - Press 4 for Version 10 Support (V.X Financials, V.X CRM, and V.X Court)
 - Press 1 for V.X Financials Support
 - Press 2 for V.X CRM Support (Cashiering and Utility Billing)
 - Press 3 for V.X Court
 - Press 0 for an Operator
- Press 2 for an Existing Incident

The average hold time is approximately 5 minutes. This time may increase at critical times such as fiscal year end, quarter end, and calendar year end due to the volume of calls received.

3 Incident Management and Escalation

Incode Support takes great pride in serving our clients and being responsive to support issues. Exceeding our clients' expectations is our constant goal. We closely monitor all support metrics and report them to Executive Management on a weekly basis. In addition, our Support Team Leaders monitor Support response and resolution times on a daily basis.

There may be times when support incidents need more attention or a faster response. We encourage our clients to communicate the level of urgency or priority of support issues so that we can respond to incidents appropriately. A support incident can be escalated by any of the following methods:

1. Use any of the support channels mentioned in the “Contacting Incode Customer Support” section above to request an escalation.
2. Access the client support portal at www.tylertech.com.
 - a. Click **Online Support Incidents**.
 - b. In the incident grid, click the incident you need to escalate to open it.
 - c. Mark the **Escalate the priority of this incident** checkbox at the bottom of the incident detail page. This sends an email notifying the Support team to escalate the incident.
3. Alternatively, you can escalate the support incident through the management channels outlined below.

Module(s)/Area(s)	Staff Member	Title	Direct Line
Incode Financials	Cathy Curtis	Team Leader	806.791.8251
V.X Financials	Michele Nickerson	Financial Support Manager	207.356.9348
Incode CIS/CRM	Steve Roberts	Team Leader	806.791.8247
V.X CRM	Audrey Salazar	Technical Lead	806.791.8258
Court/Tyler Public Safety	Rita Ewings	Court/TPS Support Manager	806.791.8237
V.X Court	Amanda Hogan	Team Leader	806.791.8265
Public Safety	David Watson	Team Leader	806.791.8228
Property Tax	Heidi Thompson	Operations Manager	806.791.8249
Software Support	Michele Nickerson	Financial Support Manager	207.356.9348
Technical Support	Michael Lao	Technical Services Support Manager	806.791.8231
Installs and Upgrades	Michael Hoffmann	Technical Services Deployment Manager	806.791.8230
Support	Bryan Thompson	Director of Support	806.791.8226
Executive Management	Dane Womble	Chief Operating Officer	806.791.8220

Please do not hesitate to use any of these escalation methods so that we may better serve you.

4 Additional Resources on

- Click **Online Support Incidents** to look up ALL previous requests made by your site (regardless of how the request was submitted).
- Access the Tyler Community and hover over the **Incode** menu button to expand the dropdown. Select the appropriate software suite (Financials, CIS/CRM, Court, TPS, etc.).
 - The **Search** feature allows you to look for content on certain topics or to answer specific questions.
 - The **Blog** highlights helpful tips and tricks and other valuable information related to your software.
 - The **Library** includes documents covering a wide range of topics (e.g., release notes, tax preparation documents, Connect documents).
 - The **Wiki** contains FAQs and additional help content.
 - The **Forum** provides an area where you can ask a question of our staff or of other Tyler Community members. This is a great way to share information, get the opinion of fellow Tyler clients, and have questions answered quickly.

Tyler Holiday Schedule

Tyler observes many of the same holidays our clients do. In order to allow our staff time away from work our offices will be closed on the holidays listed below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Assistant Director of Public Utilities

DATE: March 17, 2015

SUBJECT: Agenda Item – March 24, 2015
Wastewater Treatment Plant
Legacy Controls Upgrade

The City of Pittsburg approached the contractor performing the upgrades to the legacy controls at the Wastewater Treatment Plant (WWTP) to provide a proposal for software implementation and pump station modifications as a part of their current contract with the City. This work will include the upgrade of all existing PLC controls to AB CompactLogix at all lift station locations with the exception of the Southeast Lift Station, which will require programming modifications only, to allow each location to be monitored and controlled from the main control station at the WWTP.

In response to the City's request, Greenway Electric, Inc. has provided a proposal to perform this work based on the following costs:

• Design and Software Programming	-	\$ 31,750.00
• PAC Upgrades for 4 Stations	-	\$ 43,200.00
• Flow Meters for 4 Stations	-	\$ 40,875.00
• Option for Wireless Ethernet for 4 Stations	-	<u>\$ 16,800.00</u>
PROJECT TOTAL		\$132,625.00

Greenway Electric has requested that the cost for bonding be assessed to the project since additional time will be required to perform the additional work. They have provided a cost of \$2,500.00 for the bonding. If approved, this will bring the total with bonding to \$135,125.00, making a new contract construction amount of \$323,921.00 for the upgrades to the legacy controls project.

MEMO TO: DARON HALL
MARCH 17, 2015
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 24, 2015. Action necessary will be for the Governing Body to approve or disapprove the proposal submitted by Greenway Electric, Inc. to perform the requested upgrades subject to approval by KDH&E. As you recall, this project is being funded by the Kansas Water Pollution Control Revolving Loan Fund administered by KDH&E.

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

Attachment: Greenway Electric, Inc. Proposal



Christopher Farinacci
 Superintendent
 Waste Water Treatment Plant
 1920 South Olive
 Pittsburg, Kansas 66762
 (620) 230-5592

03-17-2015
 Proposal:
 TNT-2014079 - Proposal Rev 5

Page 1 of 3

**City of Pittsburg, Kansas
 Wastewater Treatment Plant
 Lift Station PLC Controls Upgrade – Change Order 7**

SCOPE

The Lift Stations for PLC Upgrade are:

East 4th	3 Pumps	Dakota System	12" outlet pipe	2500 GPM maximum
West 4th	2 Pumps	Gorman-Rupp System	8" outlet pipe	400 GPM maximum
Centennial	3 Pumps	Flygt System	8" outlet pipe	1660 GPM maximum
Airport	2 Pumps	Gorman-Rupp System	6" outlet pipe	550 GPM maximum

All location require the existing PLC's to be upgraded to AB CompactLogix, except the South East location. The South East location will require programming modifications only.

Each location will be able to be monitored and controlled from the main control station at the Waste Water Treatment plant. This will require that all the locations have a fiber optic connection to the LAN at the Waste Water Treatment plant, and be on addressed with the same IP grouping as the LAN.

The following are the remote control requirements of each location:

- Flow Rates and Totals.
- Pump Run Control, Status, Alarms, Setpoints and Times.
- Check Valve Status and Alarms.
- Wet Well Status and Alarms.
- Generator Status and Alarms.

Add flow meters to the 4 lift station's

An CELL Ethernet option for communicating with the WWTP will be mounted to existing stricker at each location.

PROPOSAL INCLUDES

- Programming to write logic for the new and existing PLC's
- Programming for new HMI screens for each of the 5 locations.
- Provide 4 new AB CompactLogix PLC's and necessary I/O Modules.
- Remove existing PLC, Replace new PLC, wire test and commission.
- Provide as built schematics for the new PLC's.
- Final software Test and Commission.

Provide Install and Wire 4 flow meters.

Wireless CELL Ethernet communication from each of the lift station location to the WWTP.



Christopher Farinacci
Superintendent
Waste Water Treatment Plant
1920 South Olive
Pittsburg, Kansas 66762
(620) 230-5592

03-17-2015
Proposal:
TNT-2014079 - Proposal Rev 5

Page 2 of 3

**City of Pittsburg, Kansas
Wastewater Treatment Plant
Lift Station PLC Controls Upgrade – Change Order 7**

PRICE

Design and Software Programming \$ 31,750.00
PAC Upgrades for 4 Stations \$ 43,200.00
Flow Meters for 4 Stations \$ 40,875.00
Option for Wireless Ethernet for 4 Stations \$ 16,800.00
Project Total \$ 132,625.00
Project Bond \$ 2,500.00
Project with Bond \$ 135,125.00

CONVERSION SCHEDULE

After approval we will begin install and commissioning in July 2015 schedule permitting.
Commissioning should be complete in 6-8 weeks.



Christopher Farinacci
Superintendent
Waste Water Treatment Plant
1920 South Olive
Pittsburg, Kansas 66762
(620) 230-5592

03-17-2015
Proposal:
TNT-2014079 - Proposal Rev 5

Page 3 of 3

**City of Pittsburg, Kansas
Wastewater Treatment Plant**

Lift Station PLC Controls Upgrade – Change Order 7

CONTRACT TERMS

PAYABLE AS FOLLOWS: balance due on commissioning.

The purchaser must provide a tax exempt form to GEI along with this signed contract. if a tax exempt form is supplied after a contract billing has been processed by GEI, and changes are required to accommodate the tax exempt status, GEI will bill extra for the cost incurred to facilitate the changes required.

Trent N. Tevis – Manager Automation Group

GEI – Greenway Electric Incorporated

TRENT TEVIS

CONTRACT ACCEPTANCE

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. I am an authorized representative of the purchaser and I authorize GEI to provide the products, work and materials as detailed in this proposal. I guarantee payment and Payment will be made as described above.

Typed or written Name: _____

Company: _____

Purchase Order: _____

Signature: _____ Date: _____

WARRANTY

All work is warranted by GREENWAY for one year from the date of commissioning. There are no warranties, either expressed or implied, on any material, components or apparatus provided by GREENWAY that supplement or enhance the manufacturers' written warranties. GREENWAY will not assume responsibility for any consequential damages or lost revenue resulting from warranty claims.

MISCELLANEOUS

This Proposal does not include freight costs. Freight will be prepaid and added.

This Proposal does not include any allocation for equipment, labor or expenses that is not listed herein.

Tax is not included in this proposal

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: March 16, 2015

SUBJECT: Agenda Item – March 24, 2015
Disposition of Bids
2015 Sales Tax Program Asphalt Material

Bids will be received on Tuesday, March 24th, 2015 for the provision of asphaltic concrete materials for the 2015 City Sales Tax Street Program and the Crawford County Engineer's Office consisting of an estimated combined total of 17,775 tons of asphaltic concrete base and surface mix.

Staff will provide a verbal recommendation for award of the bid to the City Commission at their March 24th meeting. Action necessary will be approval or disapproval of the recommendation to award the bid to the lowest and/or best responsive bidder and, if approved, authorize the Mayor and City Clerk to sign the contract documents once prepared.

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