

City of Pittsburg, Kansas  
Commission Meeting Agenda  
Tuesday, July 23, 2024  
5:30 p.m.

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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 23, 2024**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Flag Salute Led by the Mayor
- b. Pittsburg Positive Recognition
- c. Public Input

**CONSENT AGENDA (ROLL CALL VOTE):**

- a. Approval of the July 9, 2024, City Commission Meeting minutes.
- b. Approval of the application submitted by Harold Leroy Smith for a Cereal Malt Beverage License for the annual celebration to honor the life of Brandon Smith to be held at the Frisco Event Center (210 East 4th Street) from 4:00 p.m. until 11:00 p.m. on Saturday, August 3<sup>rd</sup>, 2024, and authorize the City Clerk to issue the license.
- c. Approval of staff recommendation to enter into an Agreement between the Secretary of Transportation, Kansas Department of Transportation (KDOT), and the City for FY 2025 Kansas Airport Improvement Program (KAIP) funding for the replacement of the Automatic Weather Observation System (AWOS) located at the Atkinson Municipal Airport, and authorize the Mayor to sign the necessary documents on behalf of the City.
- d. Approval of a Cloud Services Agreement with ConvergeOne defining payment and various administrative processes related to the provision of datacenter, telephone and maintenance services previously approved and funded, and authorize the Mayor to sign the necessary documents on behalf of the City.
- e. Approval of a Master Sales Agreement with ConvergeOne regarding sales of hardware and software, installation, management, support, and monitoring services previously approved and funded, and authorize the Mayor to sign the necessary documents on behalf of the City.
- f. Approval of staff recommendation to enter into an agreement with Tyler Technologies to acquire Emergency Networking software to be used by the Pittsburg Fire Department at the one-time cost of \$30,449 with an additional fee of \$18,490 annually, and authorize the Mayor to sign the necessary documents on behalf of the City.
- g. Approval of a Resolution pertaining to the terms and conditions of the lease/purchase agreement with Clayton Holdings, LLC, for the purchase of two garbage trucks, and authorize the Mayor to sign the Resolution on behalf of the City.

**CITY OF PITTSBURG, KANSAS**  
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- h. Approval of the Appropriation Ordinance for the period ending July 23, 2024, subject to the release of HUD expenditures when funds are received.

**SPECIAL PRESENTATIONS:**

- a. FIVE YEAR FINANCIAL FORECAST - City Manager Daron Hall and Director of Finance Allison Ramsey will provide information regarding the City's five year financial forecast.
- b. PRESENTATION OF THE CITY MANAGERS SUBMITTED 2025 BUDGET - City Manager Daron Hall and Director of Finance Allison Ramsey will present the City Manager's Submitted Budget for 2025.

**CONSIDER THE FOLLOWING:**

- a. BLUE SPOON PROPERTIES, LLC PROJECT – Consider the recommendation of the Economic Development Advisory Committee (EDAC) to allocate 10% of the total project value upon completion of the project, up to \$80,000 to Blue Spoon Properties, LLC, to support the renovation and expansion of the property located at 415 East 4<sup>th</sup> Street, along with an additional \$10,000 to be utilized as part of a cost-share effort to add parking along Grand Street. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- b. RESOLUTION NO. 1281 - Consider approval of Resolution No 1281, updating the City of Pittsburg Municipal Water Conservation Plan as an official resource document and plan for the City. **Approve or disapprove the Resolution and, if approved, authorize the Mayor and City Clerk to Sign the Resolution on behalf of the City.**
- c. ORDINANCE NO. G-1362 - Consider approval of Ordinance No. G-1362, amending Article VII in Chapter 82, Divisions 1 and 2, Sections 82-600, 82-601 and 82-650 through 82-657 and deleting Section 82-658 of the Pittsburg City Code to authorize the declaration of three progressive stages of a water supply conservation and/or water supply shortage which shall conserve or curtail the use of water within the City of Pittsburg; establishing three stages of water conservation measures for the City; establishing procedures and voluntary and mandatory conservation measures; authorizing the issuance of administrative regulations; and prescribing certain penalties. **Approve or disapprove Ordinance No. G-1362 and, if approve, authorize the Mayor to Sign the Ordinance on behalf of the City.**

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- d. DOWNTOWN ADVISORY BOARD APPOINTMENT – Consider staff recommendation to appoint one individual to fill an unexpired term representing the hospitality industry as a member of the Downtown Advisory Board (DAB), effective immediately and to conclude on December 31, 2025. **Appoint one member to the Downtown Advisory Board.**

**NON-AGENDA REPORTS & REQUESTS:**

**PITTSBURG POSITIVE:**

**ADJOURNMENT**



OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
July 9, 2024

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, July 9<sup>th</sup>, 2024, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Stu Hite presiding and the following members present: Cheryl Brooks, Chuck Munsell and Ron Seglie. Commissioner Dawn McNay was absent.

Mayor Hite led the flag salute.

INVOCATION – Chaplain Pete Mayo, on behalf of Ascension Via Christi Health, provided an invocation.

PITTSBURG POSITIVE – Mayor Hite presented Joe Hart’s daughter, Cindy Shaffer, with a Pittsburg Positive Certificate recognizing the positive impact Joe made on the City of Pittsburg.

APPROVAL OF MINUTES – On motion of Brooks, seconded by Seglie, the Governing Body approved the June 25, 2024, City Commission Meeting minutes as presented. Motion carried. Absent: McNay.

NOVOGRADAC & COMPANY, LLP, ENGAGEMENT LETTER – On motion of Brooks, seconded by Seglie, the Governing Body accepted an Engagement Letter with Novogradac & Company, LLP, in the amount of \$25,000, for a Housing Needs Assessment, and authorized the Mayor to sign the Engagement Letter on behalf of the City. Motion carried. Absent: McNay.

EMERGENCY SOLUTIONS GRANT (ESG) ACCEPTANCE – On motion of Brooks, seconded by Seglie, the Governing Body accepted an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of \$97,363 to support homeless services within our community, for the grant period of July 1<sup>st</sup>, 2024, through September 30<sup>th</sup>, 2025, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: McNay.

APPROPRIATION ORDINANCE – On motion of Brooks, seconded by Seglie, the Governing Body approved the Appropriation Ordinance for the period ending July 9, 2024, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, Munsell and Seglie. Motion carried. Absent: McNay.

KANSAS DEPARTMENT OF TRANSPORTATION (KDOT) SIGNAL IMPROVEMENTS PROJECT – On motion of Munsell, seconded by Brooks, the Governing Body approved a Resolution relating to benefits obtainable by cities under the Federal and State Aid Program and enter into a Project Authorization Agreement with the Secretary of Transportation, Kansas Department of Transportation (KDOT), for signal improvements at US-69B and Centennial Drive, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: McNay.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
July 9, 2024

VARIANCE – 1902 SOUTH BROADWAY – On motion of Brooks, seconded by Seglie, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the variance request submitted by Pitt 1902 Broadway, LLC, to reduce the number of required parking spaces at 1902 South Broadway from 176 spaces to 162 spaces. Motion carried. Absent: McNay.

DISPOSITION OF BIDS – FINANCING OF GARBAGE TRUCK PURCHASE – On motion of Brooks seconded by Munsell, the Governing Body entered into a seven-year lease/purchase agreement with Commerce Bank/Clayton Holdings, of Pittsburg, Kansas, to finance the purchase of two 2024 Western Star Garbage Trucks for use by the Department of Property and Sanitation, in the total purchase amount of \$496,296.00, with an interest rate of 4.61%, and annual payments in the amount of \$80,835.02, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried. Absent: McNay.

NON-AGENDA REPORTS AND REQUESTS:

4<sup>th</sup> OF JULY – City Manager Daron Hall acknowledged the City employees that made the 4<sup>th</sup> of July festival a success.

CITY EMPLOYEE CUSTOMER SERVICE RECOGNITION – Commissioner Munsell acknowledged City employees Jessica Aguilar and Sandra Villa for their exceptional customer service in assisting a citizen that had issues with their trash service.

PITTSBURG POSITIVE: Mayor Hite recognized the members of Pittsburg Beautiful for their efforts in beautifying the City.

ADJOURNMENT: On motion of Seglie, seconded by Brooks, the Governing Body adjourned the meeting at 5:43 p.m. Motion carried. Absent: McNay.

\_\_\_\_\_  
Stu Hite, Mayor

ATTEST:

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

**To:** Daron Hall, City Manager

**From:** Jay Byers, Deputy City Manager

**Date:** July 10, 2024

**Subject:** FAA AWOS Grant

The City has been approved for FY 2025 Kansas Airport Improvement Program (KAIP) funding for replacement of its aging Automatic Weather Observation System (AWOS). The original system was installed in 2002 and is at the end of its useful life. Parts are no longer supported by the manufacturer.

AWOS provides timely and accurate weather information to pilots who fly within range of the airport. This is important in many ways as Atkinson Airport serves the surrounding community with medical, business and general aviation flights daily.

This grant is considered an infrastructure preservation type and is therefore eligible for a 90/10 federal/local match arrangement. KDOT will provide \$135,000.00 and the City will provide \$15,000. Copies of the forms for the Mayor to sign are attached.

Please place the agreement with KDOT on the City Commission agenda for July 23, 2024.

KAIP  
AVIATION FACILITIES AND/OR EQUIPMENT  
CITY OF PITTSBURG, KANSAS

## AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Pittsburg, Kansas** (the “Recipient”), collectively, the “Parties.”

### RECITALS:

- A.** The Recipient has applied for, and the Secretary has approved, an Aviation Facilities and/or Equipment Project to replace existing Automatic Weather Observation System (AWOS) with new upgraded AWOS 111P for the Atkinson Municipal Airport.
- B.** The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C.** The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the Airport.
- D.** The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project through the use of state and local funds.

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I: DEFINITIONS

The capitalized terms below have the following meanings when used in this Agreement:

- 1. “**Agreement**” means this written document, including all attachments and exhibits, both attached and incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**Airport**” means Atkinson Municipal Airport, a Public Use General Aviation Airport, located at 3510 Airport Rd, Pittsburg, KS 66762.
- 3. “**Effective Date**” means the date this Agreement is signed by the Secretary or the Secretary’s designee.

4. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
5. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
6. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
7. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
8. **“National Plan of Integrated Airport Systems (NPIAS) Airport”** as defined and designated by the FAA; the current list of which may be found at [https://www.faa.gov/airports/planning\\_capacity/npias/current/](https://www.faa.gov/airports/planning_capacity/npias/current/).
9. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
10. **“Participating Costs”** means expenditures for items or services for the construction and maintenance of the Airport which are an integral part of the Project, as reasonably determined by the Secretary.
11. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.
12. **“Project”** means all phases and aspects of the endeavor that is the subject of this Agreement to be undertaken by the Recipient, being: replace existing Automatic Weather Observation System (AWOS) with new upgraded AWOS 111P for the Atkinson Municipal Airport. The Recipient’s application for the Project is attached hereto and is incorporated into this Agreement by this reference.
13. **“Public Use General Aviation Airport”** means any airport available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.
14. **“Recipient”** means the City of Pittsburg, with its place of business at 201 W 4<sup>th</sup> St, Pittsburg, KS 66762.
15. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

16. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of work involved in the Project.

**ARTICLE II: FUNDING**

1. **Funding.** The table below reflects the funding commitments of each Party. The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

<b>Party</b>	<b>Responsibility</b>
<b>Secretary</b>	90% of Participating Costs of the Project, not to exceed \$135,000.00.
<b>Recipient</b>	10% of Participating Costs of the Project until Secretary’s funding limit is reached;  100% of Participating Costs of the Project after Secretary’s funding limit is reached;  100% of Costs of Non-Participating Costs.

**ARTICLE III: SECRETARY RESPONSIBILITIES**

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was completed within substantial compliance of the approved plans and specifications. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Verification of Project Start.** The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring any Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary’s authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

## ARTICLE IV: RECIPIENT RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.
2. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.
3. **Conformity with Federal Requirements.** The Recipient shall design, or contract to have designed, the Project in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Recipient agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Recipient's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.
4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors, or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.
5. **Legal Authority.** By signature on this Agreement, the signatory certifies they have legal and actual authority as representative and agent for the Recipient to enter into this Agreement on its behalf. The Recipient agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
6. **Maintenance.** When the Project is completed and final acceptance is issued the Recipient will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Recipient will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

7. **Prevailing Wages.** The Recipient will require the Contractor to pay prevailing wages. The Recipient will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Recipient can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

8. **Project Administration.** The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.

9. **Useful Life.**

a. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Recipient shall reimburse the Secretary a prorated amount based on a ten (10) year Useful Life of the Project. This assurance clause shall be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision shall only apply to closure for non-airport purposes.

b. **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

c. **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

d. **Recapture of State Investment.**

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (c) above, then the Recipient shall pay to the Secretary one hundred percent (100%) of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (c) above, then the Recipient shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:



$$\begin{array}{r}
 \textit{Total Amount of} \\
 \textit{State Funds Invested in} \\
 \textit{the Project} \\
 \hline
 \textit{Entire Useful Life Period} \\
 \textit{for the Project}
 \end{array}
 \times
 \begin{array}{l}
 \textit{Number of Full Years Remaining in the} \\
 \textit{Useful Life Period at the Time of} \\
 \textit{unauthorized change in use}
 \end{array}
 =
 \begin{array}{l}
 \textit{Recapture} \\
 \textit{Amount}
 \end{array}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary’s Chief of Fiscal Services unless an extension is granted by the Secretary.

**ARTICLE V: GENERAL PROVISIONS**

1. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.
2. **Certification of Compliance.** The Recipient agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance Attachment, which is attached hereto and made a part of this Agreement.
3. **Certification Regarding No Boycott of Israel.** The Recipient agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing the Certification of Company Not Engaged in a Boycott of Goods or Services from Israel Attachment, which is attached to and made a part of this Agreement.
4. **Certification Regarding Sexual Harassment.** The Recipient agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Attachment, which is attached to and made a part of this Agreement.
5. **Civil Rights Act.** The “Civil Rights Act Attachment,” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
6. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.
7. **Contractual Provisions.** The provisions found in the “Contractual Provisions Attachment (Form DA-146a)”, which is attached hereto, are incorporated into, and made a part of this Agreement.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.
10. **No Assignment.** The Recipient shall not transfer or assign all or any rights or obligations existing under this Agreement without the prior written approval of the Secretary.
11. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
12. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.
13. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

**Recipient**

**Kansas Department of Transportation**

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Calvin E. Reed, P.E.

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

Secretary of Transportation

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Approved as to form:

1- *IDENTIFIERS*. Airport:

Atkinson Municipal Airport - PTS ▼

2 - *IDENTIFIERS*. Airport Sponsor (airport board, city government, private ownership):

City of Pittsburg

3 - *IDENTIFIERS*. Sponsor's contact person (first name):

Bill

4 - *IDENTIFIERS*. Sponsor's contact person (last name):

Pyle

5 - *IDENTIFIERS*. Sponsor's contact person's title:

Airport Manager

6 - *IDENTIFIERS*. Sponsor's email address:

bill.pyle@hotmail.com

7 - *IDENTIFIERS*. Sponsor's phone number:

6202315760

8 - *IDENTIFIERS*. Sponsor's mailing address:

3510 Airport Drive

9 - *GRANT CONTRACT*. Type of grant:

- Design (95/5) (NOTE: Design is an independent grant category and must be submitted individually. Ex: if the total project cost is \$125,000 with \$25,000 worth of design, that project would require two separate applications: one for \$100,000, and another for \$25,000 for design.)
- Preservation (90/10 for infrastructure improvements, 85/15 for vertical development)
- Modernization (90/10 for geometric improvements, 50/50 for vertical development)
- Equipment and Facilities (50/50 for equipment, 90/10 for navigational facilities, 85/15 for non-navigational facilities)

**Q30. Type of grant:**

- Design (95/5) (NOTE: Design is an independent grant category and must be submitted individually. Ex: if the total project cost is \$125,000 with \$25,000 worth of design, that project would require two separate applications: one for \$100,000, and another for \$25,000 for design.)
- Preservation (90/10 for infrastructure improvements, 85/15 for vertical development)
- Modernization (90/10 for geometric improvements, 50/50 for vertical development)
- Equipment and Facilities (50/50 for equipment, 90/10 for navigational facilities, 85/15 for non-navigational facilities)

**10 - GRANT CONTENT.** Title of project:  
Please use the following naming conventions:

- designate runway and taxiway names (*Ex: resurface Runway 17/35*)
- designate areas of related projects (*Ex: replace lights on left side of runway, replace lights on right side of runway*)
- if the project has two parts, use the same title with the tags attached (*Ex: (DESIGN) Pave Taxiway A, (CONSTRUCTION) Pave Taxiway A*)
- rank multiple applications from the same airport in order of need following this example: *(1) resurface Runway 17/35, (2) (DESIGN) Pave Taxiway A, (3) (CONSTRUCTION) Pave Taxiway A*. Please submit a single project per application.

Replace - AWOS

**11 - GRANT CONTENT.** Project Description:

Replacement of existing Automated Weather Observation System (AWOS) with new upgraded AWOS 111P. Original system was installed May 2002, and has come to end of useful life. Most parts are no longer supported by manufacturer Vaisala. Vital for the safety of pilots and passengers, the AWOS provides accurate and timely weather information to pilots who fly within range of airport. The Atkinson Airport serves the community with medical, business, and general aviation flights daily.

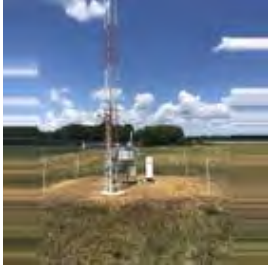
**12 - GRANT CONTENT.** Number of new jobs created as a direct result of this airport improvement (*Note: if using this box, a letter of agreement from company of employment will be required to be uploaded on a later page or the answer will be discarded*):

13 - GRANT FINANCE. Total project cost:

14 - GRANT FINANCE. Requested KDOT contribution:

15 - GRANT FINANCE. Projected sponsor contribution:

**UPLOADS:** Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):



[IMG\\_1763.jpeg](#)

3.5MB

image/jpeg

**UPLOADS:** . Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):



[IMG\\_1764.jpeg](#)

4.1MB

image/jpeg

*UPLOADS:*. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

*UPLOADS:*. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

*UPLOADS:*. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

*ACKNOWLEDGEMENT:*. It is understood that if this project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the KAIP Program Guidelines as published on the KDOT Aviation website ([www.ksdot.org/divaviation](http://www.ksdot.org/divaviation)). The Sponsor will be responsible for letting the contract for bids and supervising construction. The Sponsor is also responsible for all maintenance and sustainment of this airport improvement throughout the duration of grant assurances prescribed by contract.

Yes

No

Q29.

**This concludes the application process.**

**Please click "Next" to submit this form.**

Location Data

**Location:** ([37.3933, -94.7162](#))

**Source:** GeolIP Estimation



# KANSAS DEPARTMENT OF TRANSPORTATION

## CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c) ATTACHMENT

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

\_\_\_\_\_ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name \_\_\_\_\_

Business phone \_\_\_\_\_

Address (Street, City, State, Zip Code)

\_\_\_\_\_

\_\_\_\_\_

**Purpose of Employment:** \_\_\_\_\_

**Method of determining compensation:** \_\_\_\_\_

**or**

\_\_\_\_\_ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

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

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

Contract/  
Project No: \_\_\_\_\_  
(if applicable)

County: \_\_\_\_\_  
(if applicable)



**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

\_\_\_\_\_  
Signature, Title of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Name of Company

**Policy Regarding Sexual Harassment**

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state’s policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

**Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.**

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

\_\_\_\_\_  
Contractor Name (Type or Print)

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**KANSAS DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS ACT ATTACHMENT**

**PREAMBLE**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

**CLARIFICATION**

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

DBT Transportation Services  
Contractor Name (Type or Print)

By: Michael Trosclair  
Signature

Michael Trosclair  
Printed Name

Sales Manager  
Title

July 2, 2024  
Date

**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

Michael Trosclair Sales Manager  
Signature, Title of Contractor

July 2, 2024  
Date

Michael Trosclair  
Printed

DBT Transportation Services  
Name of Company



**Cloud Services Agreement**

**Date:** 04/23/2024

**SELLER or C1: ConvergeOne, Inc.**  
10900 Nesbitt Ave S  
Bloomington, MN 55437  
(800) 431-1333

**CUSTOMER: City of Pittsburg**  
201 West 4<sup>th</sup> Street  
Pittsburg, KS 66762

This CLOUD SERVICES AGREEMENT ("Agreement") is made and entered into on the date indicated above ("Effective Date") by and between Seller and Customer (including any guarantor of Customer). Seller and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. This Agreement shall apply to:
  - 1.1. "Datacenter Infrastructure," means the datacenter infrastructure as described on the Terms of Service ("TOS"), owned by Seller, access to which is to be supplied to Customer by Seller as a hosted cloud service for Customer's use; and
  - 1.2. "Telecom Services" means the telecom services ordered by Customer from Seller to reside on the Datacenter Infrastructure provided on the basis of the quantity and type of user and described in detail on a TOS. Additional users may be added or removed in accordance with the terms of the TOS; and
  - 1.3. "Maintenance Services" means the maintenance services required to maintain and service the Datacenter Infrastructure and, if applicable, as described in detail in an TOS; and
  - 1.4. "Separately Licensed Third Party Software" refers to any third party software that Customer has previously licensed under separate terms between Customer and the third party software manufacturer, and not under the terms of this Agreement.

Seller's provision of access to the Datacenter Infrastructure, along with Seller's provision of the Telecom Services, Maintenance Services, and any other professional services ("Professional Services") that relate to the Datacenter Infrastructure as outlined in the pertinent TOS, shall collectively be referred to as the "Services" or "Cloud Services". Customer agrees that all rights, title and interest in and to all Intellectual Property in the Services and any materials provided in connection with the Services are owned exclusively by Seller. Except as expressly provided herein, any license granted to Customer under the Services does not convey any ownership or other rights, express or implied, in the Services, any materials provided in connection with the Services, or in any Intellectual Property.

In the event of a conflict between the terms and provisions of the applicable TOS and the terms and provisions of this Agreement, the terms and provisions of this Agreement will control. Seller will provide the Services to Customer at times upon which Customer and Seller agree. Customer has the right to evaluate the Datacenter Infrastructure prior to entering into the TOS to determine if they are complete and in compliance to service requirements and Seller agrees to provide access to Customer for this purpose. The Services will be deemed irrevocably accepted by Customer upon the delivery by Seller. By executing a TOS, Customer confirms that the Datacenter Infrastructure and Services all conform to the standards set forth in the TOS and authorizes Seller to pay the applicable suppliers for the Services.

2. PURCHASE ORDERS. Customer may issue to Seller a purchase order to order the Services, but no terms or provisions of the purchase order shall apply. Rather, only the terms and provisions of this Agreement and the applicable TOS shall apply to the Services. If Customer submits a purchase order to order the Services hereunder, the purchase order must contain the following language: "THE TERMS AND PROVISIONS OF THE CLOUD SERVICES AGREEMENT DATED [INSERT DATE] BY AND BETWEEN C1 AND [INSERT CUSTOMER NAME] APPLY TO THIS PURCHASE ORDER."

3. FEES. The price to be charged for the Services ("Total Minimum Monthly Fees") shall be specified on the TOS. The Total Minimum Monthly Fees shall be paid to Seller or to Seller's assignee ("Seller's Assignee") in monthly installments ("Minimum Monthly Fees") as specified in the TOS. The first Minimum Monthly Fee will be due as specified in the TOS, and the remaining Minimum Monthly Fees being due on the same day of each subsequent month (each, a "Due Date") until the Total Minimum Monthly Fees have been paid in full, unless otherwise specified in the TOS. Customer shall pay to Seller or Seller's Assignee the Total Minimum Monthly Fees, together with any other itemized charges, taxes, and costs ("Amount Due"), in the manner described in the TOS. The currency to be used for payment of the Amount Due is the United States Dollar. If any Minimum Monthly Fees or other amount payable to Seller or Seller's Assignee is not paid within 10 days of its Due Date, Customer shall, to the extent permitted by law, pay on demand, as a late charge, an amount equal to the greater of \$25.00 or 5% of the amount then due for each 30 days or portion thereof that said overdue payments are not made (but in no event to exceed the highest late charge permitted by applicable law).

4. INVOICING AND PAYMENT. Seller or Seller's Assignee will invoice Customer the Minimum Monthly Fees and any other amounts due under this Agreement, on a monthly basis in advance. Payment is due thirty (30) days after the invoice date unless the applicable TOS provides otherwise. Customer will pay all bank charges, taxes, duties, levies, and other costs and commissions associated with any wire transfer or other means of payment. Customer is not responsible for any income tax assessed on the net income of Seller or Seller's Assignee. Customer shall be responsible for the timely payment, reporting and/or discharge of all sales and use taxes, rental taxes, and personal property taxes and agrees to reimburse Seller or Seller's Assignee for all taxes assessed against the Services, and/or Minimum Monthly Fees during the term of this Agreement that are paid by Seller or Seller's Assignee on behalf of Customer

4.1 Payment of the Minimum Monthly Fees and the Total Minimum Monthly Fees specified in the TOS is not conditioned on Customer's receipt of moneys or services from any other person. All orders for configured hardware and software are non-refundable. All software, regardless of whether such software is part of a configured order, is non-returnable. ALL OF THE TOTAL MINIMUM MONTHLY FEES ARE NON-CANCELABLE AND ARE THE ABSOLUTE AND UNCONDITIONAL OBLIGATIONS OF CUSTOMER UNTIL (I) THE END OF TOS INITIAL TERM, (II) THE END OF ANY RENEWAL TERM, OR (III) THE AGREEMENT IS TERMINATED AS PROVIDED IN SECTION 9 AND THE APPLICABLE TERMINATION FEE IS PAID. CUSTOMER IS NOT ENTITLED TO ABATE OR REDUCE ANY MINIMUM MONTHLY FEE OR APPLICABLE TERMINATION FEE (SET FORTH IN THE APPLICABLE TOS) OR SET-OFF ANY OTHER AMOUNTS AGAINST MINIMUM MONTHLY FEES OR THE APPLICABLE TERMINATION FEE FOR ANY REASON WHATSOEVER.

## 5. CUSTOMER RESPONSIBILITIES.

5.1. General. Customer will cooperate with Seller as reasonably necessary for the performance of Seller's obligations under this Agreement, including things such as: (i) providing Seller with full, free, and safe access to Customer's facilities; (ii) providing telephone numbers, network addresses, and passwords necessary for remote access; and (iii) providing interface information and necessary third party consents and licenses, including but not limited to those associated with Separately Licensed Third Party Software. Customer acknowledges that provision of the Services by Seller is dependent upon Seller access to Customer's internetNPN connection. The foregoing three (3) items will be provided by Customer at Customer's expense. If Seller provides an Update or other new release of software as part of the Telecom Services or Maintenance Services, Customer will implement it promptly. Customer agrees to fulfill its responsibilities listed in this Agreement and in the applicable TOS. Seller will be relieved of its responsibilities to provide the Services and will incur no liability to Customer, or any third party, to the extent Seller's responsibilities are adversely impacted by, or any liability arises as a result of, (a) Customer's failure to fulfill its responsibilities, in whole or in part, under this Agreement and/or the applicable TOS, (b) the Separately Licensed Third Party Software cannot be used by Seller to provide the Services and Seller is thereby required to replace the Separately Licensed Third Party Software in order to provide the Services to Customer, or (c) actions taken by the manufacturer of the Separately Licensed Third Party Software to prevent its use by Seller in the provision of Services.

5.2. 911 Acknowledgement and Acceptable Use Policy. Customer acknowledges, agrees and will comply with the 911 Acknowledgement attached as Exhibit 1 and the Acceptable Use Policy attached as Exhibit 2.

- 5.3. Vendor Management. If as part of the Services Seller is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors, including those of Separately Licensed Third Party Software ("Vendor Management"), Customer will provide Seller with a letter of agency or similar document, in a form that is reasonably satisfactory to Seller, that authorizes Seller to perform the Vendor Management. Where the third party vendor's consent is required for Seller to be able to perform the Vendor Management in a timely manner, Customer will obtain the written consent of the third party vendor and will provide Seller with a copy of such written consent.
- 5.4. Third Party Hosting. For Telecom Services and Maintenance Services that include monitoring, if one (1) or more network address(es) to be monitored by Seller are associated with systems owned, managed, and/or hosted by a third party service provider ("Host"), Customer will (i) notify Seller of the Host prior to commencement of the Telecom Services and Maintenance Services; (ii) obtain Host's advance written consent for Seller to perform the Telecom Services and Maintenance Services on Host's computer systems on the form provided by Seller, and will provide Seller with a copy of such signed consent; and (iii) facilitate necessary communications between Seller and Host in connection with the Telecom Services and Maintenance Services.
- 5.5. Disclaimer of Data Storage Responsibilities. Customer acknowledges and agrees that: (i) Seller's role with respect to Customer communications and the content thereof shall be that of a passive conduit; and (ii) any storage of Customer communications and/or account data by Seller shall be performed merely as a convenience to Customer and as a compliment to and incidental to Seller's core data transmission function; provided, however, that Seller shall comply with all data protection to the extent that such laws by their terms impose obligations directly upon Seller as a passive conduit in connection with the Services. Seller shall have no obligation to store, retain, back-up, or ensure the availability of any stored Customer communications and/or account data. To the extent that Customer wishes to retain any account data or other information relating to the Services, Customer shall ensure that such information is downloaded, saved, and/or backed-up outside of the Services, as Customer deems necessary or appropriate for Customer purposes. Customer shall not rely on the Services as a repository for or means by which to retain, store, or back-up data, information, or materials. Seller may delete or purge any and all copies and versions of any stored Customer communications and/or account data or other data at any time, without notice, including without limitation after termination of this Agreement. Seller may, in its sole discretion and option and without notice, implement reasonable limits as to the size or duration of storage of Customer account data.
- 5.6. Customer Coordinator. Customer shall designate a coordinator at Customer's site ("Coordinator") with the knowledge and authority to make decisions with respect to all of Customer's operations in order for Seller to meet its obligations hereunder.
- 5.7. Testing Data. Customer shall make available such data as is necessary to adequately test the Services.
- 5.8. Services are provided to Customer for business use only. Customer may not use the Services for any personal, residential, non-business and/or non-professional purpose. Customer may not resell or transfer the Services to any other person for any purpose or make any charge for the use of the Services, without express, prior written permission from Seller. If Seller determines in its sole discretion that Customer is using the Services for non-business and/or non-commercial purposes, Seller reserves the right to immediately terminate the Services, change the calling plan, or otherwise modify the Services.
- 5.9. Customer shall not: (a) copy or adapt the Services and/or associated software for any purpose, except as specifically permitted under this Agreement; (b) use the Services and/or associated software except in accordance with all applicable laws and regulations, and except as set forth in the standard specifications or documentation, if any, accompanying the Services and/or Software; (c) reverse engineer, translate, decompile, or disassemble the Services and/or associated software; (d) use the Services and/or associated software in any outsourcing arrangement, application service provider arrangement, time-sharing arrangement, or service bureau arrangement, including, without limitation, to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; or (e) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services and/or associated software. For the avoidance of doubt, Customer acknowledges and agrees that Customer shall not use the Services for any fraudulent, illegal, or disruptive activities.
- 5.10. Customer acknowledges that Customer is responsible for all use(s) related to Customer's account. Customer assumes full responsibility for the actions of any individual that uses the Services via Customer's account,

regardless of whether such use was done with or without Customer permission. Customer acknowledges that the Internet is not a totally secure network, and that third parties may be able to intercept, access, use or corrupt the information and/or telephone calls Customer transmits over the Internet. In order to maintain the security of Services, Customer must safeguard User IDs and Passwords, as well as the media access control (MAC) address of any equipment used to access Seller Services. Customer further acknowledges that the MAC address is information used by Seller to authenticate Customer calls, and therefore may not be shared by Customer.

5.11. Access to Personal Data. Customer expressly acknowledges that with respect to Seller's performance of the Services called for under this Agreement, such Services do not involve or in any way require access to personally identifiable information ("PII") of Customer or its customers ("Customer PII"). If, in the future, Customer requests additional services that require Seller access to Customer PII, those additional services, and the security requirements associated with the access to Customer PII in order to perform those additional services, shall be subject to a separate written agreement between the Parties.

6. **CONFIDENTIAL INFORMATION.** "Confidential Information" means either Party's business and/or technical information (including, but not limited to, information concerning any pricing and discounts), information concerning employees, and any other information or data, regardless of whether such information is in tangible, electronic, or other form, if it is marked or otherwise identified in writing as confidential or proprietary. Information communicated verbally will qualify as Confidential Information if it is designated as confidential or proprietary at the time of disclosure and summarized in writing within thirty (30) days after verbal disclosure. Confidential Information does not include materials or information that (i) is generally known by third parties as a result of no act or omission of the receiving Party; (ii) subsequent to its disclosure, it was lawfully received from a third party having the right to disseminate the information without restriction on disclosure; (iii) was already known by the receiving Party prior to receiving it from the other Party and it was not received from a third party in breach of that third party's obligations of confidentiality; (iv) was independently developed by the receiving Party without use of Confidential Information of the disclosing Party; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent ordered, and provided that, if legally permitted, the receiving Party promptly provides to the disclosing Party written notice of the pending disclosure so that the disclosing Party may attempt to obtain a protective order. In the event of a potential disclosure pursuant to subsection (v) above, the receiving Party will provide reasonable assistance to the disclosing Party where the disclosing Party attempts to obtain a protective order. Each Party will protect the confidentiality of all Confidential Information received from the other Party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Except as permitted in this Section or for the purpose of performing its obligations under the terms and provisions of this Agreement, the receiving Party will not use or disclose the disclosing Party's Confidential Information to anyone except receiving Party's affiliates and its and their respective directors, officers, employees, agents and advisors, including, without limitation, attorneys, accountants, consultants, and Seller's Assignee to whom disclosure is necessary, and who have agreed to be bound by the obligations of confidentiality comparable to those hereunder, neither Party will use or disclose the other Party's Confidential Information. Provided, however, Confidential Information may be disclosed to Seller's Assignee to the extent necessary for assignee to administer the billing and collection of the Services. The confidentiality obligations of each Party will survive the expiration or termination of this Agreement. Upon the expiration or termination of this Agreement, each Party will cease all use of the other Party's Confidential Information and will promptly return (or, at the other Party's request, destroy) all Confidential Information in tangible form and all copies of Confidential Information in that Party's possession or under its control. In addition, each Party will destroy all copies of the other Party's Confidential Information that it has on its computers, disks, and other digital storage devices. Upon request, a Party will certify in writing its compliance with the terms and provisions of this Section. Notwithstanding the forgoing, Seller's Assignee may retain copies of such Confidential Information as it deems necessary in order to comply with ordinary and customary retention requirements of financial institutions, sound banking practices and audit and examination requirements. Nothing contained in the prior sentence shall, however, require Seller's Assignee to alter its normal record retention policies or to expunge from its records internally generated files, references, notes, analyses or memoranda related to the existence of, or relating to, the Confidential Information, but Seller's Assignee shall continue to maintain as confidential all such documentation pursuant to the terms of this Agreement
7. **FEEDBACK.** If Customer provides Seller with any feedback, improvements or other suggestions regarding the Services ("Feedback"), Customer hereby agrees that Seller has the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Seller will treat any Feedback it receives from Customer as non-confidential and non-proprietary. Customer agrees that it will not submit to Seller any information or ideas that it considers to be confidential or proprietary.
8. **DISPUTE RESOLUTION.** If a dispute arises that cannot be resolved by the personnel directly involved, the dispute shall be referred jointly to the responsible area senior management for Seller and Customer. The senior management

shall exercise good faith efforts to settle the dispute within thirty (30) days (or an extended period, if they so agree). In the event that the dispute is not resolved within such a period, the Parties reserve the right to seek other relief as the Party deems appropriate.

9. TERM AND TERMINATION. Unless otherwise specified in the applicable TOS, the Agreement will commence as of the Effective Date and continue for the number of months specified on the applicable TOS(s) ("Initial Term") and for any successive Renewal Term. In the event of termination, for any reason whatsoever, any applicable Termination Fees shall be specified in the applicable TOS ("Termination Fee"), provided that "Termination Fee" shall in all cases include any and all Minimum Monthly Fees, taxes, late charges and other amounts due and owing as of the applicable Termination Date. The Termination Fee shall be due and payable as and on the date set forth below ("Termination Date").

9.1. Termination for Convenience by Customer. Unless otherwise specified in the applicable TOS, Customer may terminate the Services under a TOS, in whole, but not part, upon providing to Seller and Seller's Assignee not less than ninety (90) days advance written notice; ("Termination for Convenience Notice"), provided however, that any such termination shall not relieve Customer of its obligation to pay the applicable Termination Fee set forth in the applicable TOS. The Termination Date shall be ninety (90) days from the date the Termination for Convenience Notice is delivered to Seller and Seller's Assignee and the Termination Fee has been paid in full. If a TOS is terminated for convenience, Customer and Seller shall work in good faith to develop a mutually agreed upon transition schedule and fee schedule for up to ninety (90) days following the Termination Date to support moving the Services in-house or to alternative service provider(s).

9.2. Termination for Cause. Either Party may terminate this Agreement by giving written notice of termination to the other Party upon the occurrence of any of the following (each an "Event of Termination"):

- 9.2.1. a Party's material breach of this Agreement which is not substantially cured within sixty (60) days after written notice is given to the breaching Party specifying the breach; or
- 9.2.2. a Party's failure to perform or observe any other representation, warranty, covenant, condition or agreement to be performed or observed, and such Party fails to cure any such breach within sixty (60) days after notice thereof; or
- 9.2.3. any representation or warranty made by a Party under this Agreement, or in any other instrument provided to the other by Party, that proves to be incorrect in any material respect when made; or
- 9.2.4. a Party makes an assignment for the benefit of creditors, whether voluntary or involuntary; or
- 9.2.5. a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency, liquidation or receivership law is filed by or against a Party or such Party takes any action to authorize any of the foregoing matters; or
- 9.2.6. a Party voluntarily or involuntarily dissolves or is dissolved; or
- 9.2.7. the appointment of a receiver or similar officer for a Party; or
- 9.2.8. an assignment by a Party to its creditors of all or substantially all of its assets; or
- 9.2.9. the filing of a meritorious petition in bankruptcy by or against a Party under any bankruptcy or debtors' law for its relief or reorganization; or
- 9.2.10. in the case of Customer, upon written notice to Seller of a Chronic Failure (as such term is described in the TOS) in accordance with the applicable Service Level Agreement set forth in the TOS; or
- 9.2.11. Customer breaches the terms of any End User Licensing Agreement governing the access and use of software, including Separately Licensed Third Party Software, under any TOS.

9.3. Termination by Customer for Cause. Following the occurrence of an Event of Termination by Seller Customer may terminate the applicable TOS by providing not less than thirty (30) days prior written notice ("Customer Termination Notice") to Seller and Seller's Assignee and paying Seller or Seller's Assignee the Termination Fee, if any, set forth in the TOS. In the case of a Termination by Customer for Cause, the Termination Date shall be the later of thirty (30) days after the delivery of the Customer Termination Notice to Seller and Seller's Assignee or the day following the applicable cure period, if any.

9.4. Termination by Seller for Cause. Seller or Seller's Assignee may terminate this Agreement and/or each and any TOS upon written notice to Customer upon the occurrence of an Event of Termination and/or if Customer fails to pay any Minimum Monthly Fee or any other amount payable to Seller under this Agreement within thirty (30) days after its Due Date. If Seller or Seller's Assignee elects to terminate this Agreement and/or each and any TOS, Seller or Seller's Assignee shall provide to Customer notice of the respective Event of Termination or payment default and provide Customer with thirty (30) days from the date of such notice in which to cure such default, the end of such notice period being the Termination Date. If the Event of Termination and/or payment default is not cured within such cure period, Seller or Seller's Assignee may exercise one or more of the following remedies:

- 9.4.1. declare the applicable Termination Fee set forth in the TOS, plus any and all Minimum Monthly Fees, taxes, late charges and other amounts then due and owing, to be due and payable on the Termination Date as liquidated damages for loss of a bargain and not as a penalty;
- 9.4.2. proceed by court action to enforce performance by Customer of obligations under this Agreement and/or to recover all damages and expenses incurred by Seller or Seller's Assignee by reason of any Event of Default;
- 9.4.3. terminate any other agreement that Seller or Seller's Assignee may have with Customer;
- 9.4.4. subject to Section 9.5, terminate and/or suspend all Services in any or all TOSs;
- 9.4.5. terminate each End User Licensing Agreement governing the Customer's access and use of software, but not Separately Licensed Third Party Software, under any or all TOSs; and/or
- 9.4.6. exercise any other right or remedy available to Seller and Seller's Assignee at law or in equity.

These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Customer will reimburse Seller and/or Seller's Assignee for all costs of collection, including but not limited to reasonable attorney fees, incurred by Seller and/or Seller's Assignee in any action to enforce its rights under this Agreement

9.5. Effect of Termination. Termination of this Agreement or any TOS shall not limit the right of either Party to pursue other remedies available to it, including any lawsuit for damages and injunctive relief nor shall such termination relieve Customer of its obligation to pay an applicable Termination Fee to Seller or Seller's Assignee under any TOS regardless of whether the termination is for cause or for convenience. If the Agreement expires or terminates, Customer and Seller shall work in good faith to develop a mutually agreed upon transition schedule and fee schedule and Seller shall provide such contracted Services for up to ninety (90) days to support moving the Services in-house or to alternative service provider(s).

## 10. REPRESENTATIONS AND WARRANTIES.

Services. Seller represents and warrants to Customer that the Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of this Agreement and applicable TOS. If the Services have not been so performed and if within thirty (30) days after the performance of the applicable Service Customer provides to Seller written notice of such non-compliance, then Seller, at its option, will re-perform such Service, correct the deficiencies, or render a prorated rebate based on the original charge for the deficient Service.

The warranty remedies expressly provided in this Section will be Customer's sole and exclusive remedies for breach of warranty claims involving Services. EXCEPT AS REFERENCED AND LIMITED IN THIS AGREEMENT, SELLER NOR ITS LICENSORS, SELLER'S ASSIGNEE, OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE DATACENTER INFRASTRUCTURE, THE SERVICES, OR ANY SEPARATELY LICENSED THIRD PARTY SOFTWARE. IN PARTICULAR, THERE IS NO WARRANTY THAT (i) ANY SERVICE WILL MEET ANY PARTICULAR REQUIREMENTS; (ii) ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED; OR (iv) THE SERVICES WILL RENDER ANY SEPARATELY LICENSED THIRD PARTY SOFTWARE OR DATACENTER INFRASTRUCTURE SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS, OR SUPPLIERS OR SELLER'S ASSIGNEE, HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE DATACENTER INFRASTRUCTURE OR SEPARATELY LICENSED THIRD PARTY SOFTWARE THAT THE SERVICES ARE PERFORMED ON ("TOLL FRAUD"); NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF ANY DATACENTER INFRASTRUCTURE OR SEPARATELY LICENSED THIRD PARTY SOFTWARE THAT THE SERVICES ARE PERFORMED ON OR USE BY CUSTOMER; OR COST OF COVER).

EXCEPT FOR THE APPLICABLE TERMINATION FEE AND THE INDEMNIFICATION OBLIGATIONS HEREUNDER EACH PARTY'S LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT WILL NOT EXCEED (A) IN THE CASE OF THE CUSTOMER THE TOTAL

AMOUNT PAYABLE TO SELLER UNDER THE TERMS AND PROVISIONS OF THE TOS WITH RESPECT TO WHICH SUCH CLAIMS ARISE, AND (8) IN THE CASE OF SELLER THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO SELLER OR SELLER'S ASSIGNEE UNDER THE TERMS AND PROVISIONS OF THE TOS WITH RESPECT TO WHICH SUCH CLAIMS ARISE. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND REGARDLESS OF WHETHER (1) EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (2) THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVISIONS IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND AFFILIATES. THE LIMITATIONS OF LIABILITY PROVISIONS IN THIS SECTION, HOWEVER, WILL NOT APPLY IN CASES OF INTENTIONAL (WILLFUL) MISCONDUCT OR GROSS NEGLIGENCE, PERSONAL INJURY OR DEATH, OR DAMAGES TO PROPERTY.

• 12. NON-SOLICITATION OF EMPLOYMENT.

12.1. Seller agrees that it will not solicit for employment, or employ directly or indirectly, Customer's personnel during the term of this Agreement or for a period of twelve (12) months thereafter; provided, however, that Seller may hire Customer's personnel if Customer's personnel initiate contact with Seller (e.g., a response to Seller's general recruiting initiatives). If Seller violates this provision, Seller will pay to Customer an amount equal to the amount of the total potential compensation for the first twelve (12) months for the Customer employee that has been hired. Seller shall pay such amount to Customer on the date that is thirty (30) days after the person accepts Seller's offer of employment.

12.2. Customer agrees that it will not solicit for employment, or employ directly or indirectly, Seller's personnel during the term of this Agreement or for a period of twelve (12) months thereafter; provided, however, that Customer may hire Seller's personnel if Seller's personnel initiate contact with Customer (e.g., a response to Customer's general recruiting initiatives). If Customer violates this provision, Customer will pay to Seller an amount equal to the amount of total potential compensation for the first twelve (12) months for the Seller employee that has been hired. Customer shall pay such amount to Seller on the date that is thirty (30) days after the person accepts Customer's offer of employment.

13. NETWORK QUALITY ASSURANCE REVIEW.

13.1. Network Quality Assurance Assessment. Seller intends to implement the VoIP solution set forth in the applicable TOS on a network that meets such VoIP solution's minimum requirements for quality voice ("Minimum Network Requirements"). Customer represents and warrants that Customer's network meets the Minimum Network Requirements. Seller can assist Customer in determining whether its current networking architecture and design meet the Minimum Network Requirements through a review of Customer's existing network topology and hardware infrastructure ("Network Quality Assurance Assessment"). If Customer elects to forego the Network Quality Assurance Assessment, Customer hereby expressly agrees that: (1) if Seller discovers that Customer's network does not meet the Minimum Network Requirements, Seller will delay the integration of such VoIP solution until Customer resolves the network-related issues, under which Seller will offer support to resolve the issues through T&M (time and materials) billing; (2) if performance problems are encountered during the implementation and are determined to be associated with network performance, network reliability or any network security issues, Customer is solely responsible for all costs associated with any subsequent network assessments and reconfigurations needed; and (3) if the VoIP solution provider determines that maintenance issues exist because Customer's network does not meet the Minimum Network Requirements, such provider will suspend the maintenance resolution process until Customer either resolves the network-related issues or accepts T&M billing for such provider to continue the maintenance resolution process.

13.2. Waiver. If Customer elects to forego the Network Quality Assurance Assessment, Customer assumes any implementation and/or maintenance risks associated with such VoIP solution and waives any and all claims arising out of or in connection with such VoIP solution.

14. RENEWAL OF TERMS. Customer must give Seller or Seller's Assignee prior written notice of at least ninety (90) days before the end of the Initial Term or any Renewal Term of the applicable TOS that Customer will renew such TOS. If Customer does not give Seller or Seller's Assignee such written notice, such TOS will automatically renew for an additional twelve (12) months (the "Renewal Term") and thereafter for successive twelve (12) month terms unless and until Customer gives Seller or Seller's Assignee the required ninety (90) days' written notice. For each month during

such Renewal Term(s) the Total Minimum Monthly Fee will remain the same. Seller or Seller's Assignee may cancel an automatic Renewal Term by sending Customer ten (10) days' prior written notice.

15. **SERVICES AND TIMING.** Seller will use commercially reasonable efforts to provide the Services in accordance with the Service Level Objectives set forth in the applicable TOS. Seller's sole liability and Customer's exclusive remedy for any failure of the Services to conform to the Service Level Objectives is the Performance Credits set forth in the applicable TOS. Services not specifically itemized in a TOS are not required to be provided. **CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF SERVICES.**

16. **MISCELLANEOUS.**

16.1. **Merger.** This Agreement constitutes the entire agreement between Seller and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence and understandings between the Parties, whether written or verbal. No provision of this Agreement or any TOS shall be deemed waived, amended, or modified by either Party unless such waiver, amendment, or modification is in writing and signed by the Party against whom enforcement is sought.

16.2. **Assignment.**

16.2.1. Except as set forth in 16.2.2 below, this Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment.

16.2.2. Notwithstanding the foregoing, Seller shall have the unqualified right without notice to or the consent of Customer to assign its rights to receive payment of all or any portion of the Total Minimum Monthly Fees and the applicable Termination Fee due and payable under the terms of this Agreement and to enforce this Agreement with regard to the collection thereof of such amounts. Customer acknowledges and agrees that Seller's Assignee is not responsible for any of Seller's obligations hereunder and that in the event of a dispute Customer shall bring any claims against Seller only and Customer also agrees that the Minimum Monthly Fees and any applicable Termination Fees, and other amounts due hereunder are absolutely due to Seller's Assignee without defense, set-off, or counterclaim whatsoever. Customer shall not assert against any Seller's Assignee any claim or defense Customer may have against Seller.

16.3. **Notices.** All notices issued under the terms and provisions of this Agreement shall be in writing and shall be delivered in person, sent by facsimile, sent by overnight courier, or sent by certified U.S. Mail, postage prepaid, to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate by like notice. In addition, copies of all notices to Seller shall be delivered to C1, ATTN: General Counsel, 10900 Nesbitt Ave South, Bloomington, MN 55437. Notices to be sent to Seller's Assignee shall be as specified by the applicable Seller's Assignee.

16.4. **Acknowledgment and Authority.** By execution hereof, the signer hereby certifies that he/she has read this Agreement and these terms and each TOS, understands them, and agrees to all terms and provisions stated herein. In addition, Seller and Customer represent and warrant to each other that each respective Party has the full right, power, and authority to execute this Agreement.

16.5. **Publicity.** Neither Party shall use the name(s), trademark(s), or trade name(s), whether registered or not, of the other Party in publicity releases or advertising or in any other manner without the prior written consent of such other Party. Each Party agrees that it will not, without the prior written consent of the other Party, make any public statement regarding this Agreement, any of its provisions, or the fact that this Agreement exists.

16.6. **Independent Contractors.** The Parties acknowledge that Customer is a Party independent from Seller and that nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, principal and agent, or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and provisions of this Agreement.



- 16.7. Waiver. If either Party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other Party.
- 16.8. Software License; Intellectual Property Rights. The Parties acknowledge that Seller will license software from third parties to provide monitoring or administration of the Telecom Services, and that such licenses may require Customer, when accessing the software to use the Services, to agree to an End User Licensing Agreement governing the access and use of the software. Customer shall receive a limited, personal, revocable, non-exclusive, non-sub-licensable, non-assignable, non-transferable, non-resellable license to use the software provided in conjunction with the Services during the Term in strict accordance with the terms of this Agreement and third party EULA, and solely for Customer's internal business use. In the event of any expiration or termination of this Agreement and/or applicable TOS, all license rights granted herein or the applicable TOS in connection with any software shall immediately terminate. All Intellectual Property rights in the Services and/or technology used in the provision of the Services are and shall remain the sole and exclusive property of Seller and its licensors. All rights not expressly granted herein are reserved and retained by Seller and its licensors, and no Intellectual Property rights or other rights or licenses are granted, transferred, or assigned to Customer or any other party by implication or otherwise. Customer acknowledges that misuse of the Services may violate third party Intellectual Property rights in the software provided in conjunction with the Services. CUSTOMER AND SELLER ACKNOWLEDGE AND AGREE THAT THE FOREGOING HAS NO APPLICATION WITH RESPECT TO SEPARATELY LICENSED THIRD PARTY SOFTWARE.
- 16.9. Credit Information. CUSTOMER AUTHORIZES SELLER OR ITS ASSIGNEE TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT SELLER OR ITS ASSIGNEE DETERMINE ARE NECESSARY. Customer agrees to provide copies of its balance sheet, income statement and other financial reports as Seller or Seller's Assignee may periodically reasonably request.
- 16.10. Severability. In the event that any term or provision of this Agreement is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect.
- 16.11. Survival of Terms. Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.
- 16.12. Governing Law. The laws of the state of Kansas (including, but not limited to, the Uniform Commercial Code as adopted) apply to all Services provided under the terms and provisions of this Agreement, without reference to such jurisdiction's conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**By signing below, Customer acknowledges that it has received, read, and understood Exhibit 1 of this Agreement concerning 911 services.**

SELLER:	<u>ConvergeOne, Inc.</u>	CUSTOMER:	<u>City of Pittsburg</u>
BY:	_____	BY:	_____
SIGNATURE:	.....	SIGNATURE:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

## EXHIBIT 1

### 911 ACKNOWLEDGMENT

This Exhibit applies where the Telecom Services available to Customer include access to emergency services and/or 911 providers (the "Emergency Services").

1. Emergency Services permit most users of the Telecom Services to access either basic 911 or Enhanced 911 ("E911") service. A user's access may differ depending on the user's location or the device the user is using, and emergency calling services work differently than a user may have experienced using traditional wireline or wireless telephones.
  - 1.1 With appropriate licensing, users using IP Desk Phones can dial 911 directly from the Sellers C1CX softphone. E911 services are predicated upon customer installing, C1 provided, E911 application and, if applicable, customer updating dispatchable location on computer or mobile device.
  - 1.2 In areas where it is available, the Telecom Service allows Emergency SMS messages, also known as Text-to-911, only through the customers native mobile device operating system.
2. The Emergency Services differ from the 911 services offered by a traditional telephone company or wireless company. Customer acknowledges and certifies that it understands that Seller does not support traditional 911 and that the Emergency Services offered under this Agreement are subject to limitations as described below.
  - 2.1. Access to 911 or E911 may differ depending on the user's location or the device the user is using. It is strongly recommended that users have an alternative means for placing emergency calls available at all times.
  - 2.2. Prior to initiating Telecom Services, Customer must provide a Registered Address for each physical device using the Telecom Services, in accordance with Seller's procedures. The Registered Address is the physical address of the device and is necessary to provide accurate address information in connection with the Emergency Services. Customer agrees to update the Registered Address, through Seller's provided portal, immediately after a device is moved. If the Registered Address is not updated as required, incorrect address information may be provided to the 911 provider responding to a 911 call or 911 calls may be routed to the wrong 911 provider or, potentially, not connected. In some instances, the Registered Address may not be received by the 911 provider, and consequently users should be prepared to provide the location from which the call originates. If the 911 provider does not have the user's phone number and location, the operator may not be able to call the user back or dispatch help to the user's location if the call is dropped or disconnected. If Customer has more than one line or extension, Customer is solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each such line or extension and that Customer's users are aware of how the Registered Address can be changed.
  - 2.3 If the Telecom Services are being used on a device that is mobile [but not via the Mobile Application], including without limitation a tablet, smartphone or laptop computer, the user is responsible for updating the Registered Address in accordance with Section 2.2 of this Exhibit. Customer must install, Seller provided, E911 application on any mobile device utilizing Seller cloud services and which required the ability to call 911. Customer is solely responsible for updating the application installed on mobile devices with correct location information.
  - 2.4. In the case of Emergency Services provided through the Mobile Application, the Mobile Application is dependent on location information entered by user via the provided E911 application. If wireless service (WiFi, 5G, 4G, or 3G) is unavailable, calls to 911 will not be completed, and in some circumstances the user's smartphone or wireless network may not pass location or calling number information to the 911 provider.
  - 2.5. In some cases, 911 calls dialed via the Telecom Services cannot be directed to the local 911 provider, and are instead directed to a National Emergency Call Center (the "NECC"). This may occur if there is the Registered Address cannot be validated, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 911 network. 911 calls that are directed to the NECC may not transmit the originating telephone number or Registered Address. Trained

operators at the NECC will request the caller's name, location, and telephone number and attempt to reach emergency responders in the caller's local area.

- 2.6. Some features of the Emergency Services, including provision of Registered Addresses and the ability to return a call from a user who has dialed 911, may not be supported by individual 911 providers, or may not function in certain circumstances.
  - 2.7. Emergency Services will not work if there is a power outage, if connectivity to Seller cloud solution is interrupted, if the Telecom Services are unavailable, or if there is a disruption to 911 service in the area where the call to 911 is made.
  - 2.8. Emergency Services will not work if the Telecom Services have been disconnected.
3. Customer agrees to notify any employees, contractors, guests, or persons who may place calls using the Telecom Services or may be present at the physical location where the Telecom Services may be used, of the limitations of the Emergency Services. Customer agrees to affix a Seller-provided sticker warning that 911 services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Telecom Services.
  4. Liability and Releases
    - 4.1. The availability of certain features, such as transmission of a Registered Address or Customer telephone number, depends on whether local emergency response centers support those features, and are factors outside of Seller's control. Seller relies on third parties to assist in routing 911 calls to local emergency response centers and to the NECC. Seller does not have control over local emergency response centers, the NECC, emergency responders, or other third parties. Seller disclaims all responsibility for the conduct of local emergency response centers, the NECC and all other third parties involved in the provision of emergency response services. Accordingly, to the extent permitted by applicable law, Customer hereby releases, discharges, and holds harmless Seller from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 911 call.
    - 4.2. After initial E911 portal installation and service turn up, customer bears sole responsibility for maintaining the customer E911 tenant database to reflect device dispatchable location. Additionally, customer is solely responsible for updating mobile device dispatchable location through the Seller provided E911 application. To the extent permitted by applicable Law, Customer releases, and will obtain from the users of the Telecom Services waivers releasing, Seller from any and all claims or liability that may arise related to Emergency Services.. Customer bears sole responsibility for providing any emergency services to its users and for any costs associated with providing these services and payment of any governmental fees or assessments related to 911, E911 or alternative 911 services. Customer agrees to indemnify and hold harmless Seller, and any third-party provider(s), from any and all claims, damages (direct and indirect), suits, costs, charges, or fees (including attorney's fees and court cost) arising out of: (i) Customer provision to Seller of incorrect information, including physical addresses, or Customer failure to update any Registered Address; (ii) Customer failure to properly notify any person who may place calls using the Telecom Services of the 911 limitations; or (iii) the absence, failure, or outage of the Emergency Services for any reason; and (iv) the inability of any user of the Telecom Services to be able to dial 911 or access emergency service personnel for any reason.

## EXHIBIT 2

### Acceptable Use Policy

#### 1. High Risk Use

CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN SUBSTANTIAL LIABILITY OR DAMAGES, PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER AND ANY USERS OF THE SERVICES WILL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.

#### 2. Customer Legal Compliance

Customer represents and warrants that all use and usage of the Services will at all times comply with all applicable law, including but not limited to the rules, policies and regulation of the Federal Communications Commission ("FCC"), and all laws relating to Do-Not-Call provisions; unsolicited marketing; telemarketing; faxing; telemarketing; email marketing; spamming or phishing; data security or privacy; international communications; account or debt collection; recording of calls or conversations; export control; export of technical or personal data; end user, end-use, and destination restrictions imposed by the United States or foreign governments; consumer protection; pornography; trade practices; false advertising; unfair competition; anti-discrimination; harassment; defamation; intellectual property; or securities.

#### 3. Unsolicited Advertisements and TCPA Compliance

- 3.1. Certain communication practices - including without limitation, the placing of unsolicited calls; the placing of commercial messages; the sending of unsolicited facsimile, internet facsimile, SMS, or other messages; and the use of certain automated telephone equipment to place certain calls - are regulated in the United States by the Federal Telephone Consumer Protection Act of 1991 (also known as the "TCPA") (available at <http://www.fcc.gov/document/telephone-consumer-protection-act-1991>), the Junk Fax Prevention Act of 2005, and similar state, municipal or local laws, regulations, codes, ordinances and rules.
- 3.2. Customer agrees, represents, and warrants that:
  - 3.1.1. Customer is the creator of the content of, and are solely responsible for determining the destination(s) and recipient(s) of, all outbound communications made using the Services ("Customer Communication");
  - 3.1.2. All content, communications, files, information, data, and other content provided for transmission through the Services will be provided solely for lawful purposes, and in no event shall any Customer Communication or any content thereof be in violation of the TCPA, Junk Fax Prevention Act, the rules governing the Do Not Call Registry, and the Canadian Unsolicited Telecommunications Rules or any other law; and
  - 3.1.3. No unsolicited advertisements, commercial messages, solicitations, marketing or promotional materials, or commercial messages or content will be transmitted or distributed in the form of facsimiles or internet facsimiles through the Services.
- 3.3. At Seller's sole option and without further notice, Seller may use technologies and procedures, including without limitation, filters, that may block or terminate such unsolicited advertisements without delivering them.
- 3.4. Customer agrees to indemnify and hold harmless Seller, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising: (i) out of violation or alleged violation of the TCPA, the Junk Fax Prevention Act, the rules governing the Do Not Call Registry, and the Canadian Unsolicited Telecommunications Rules or any similar regulation or legislation by Customer or its users; or (ii) otherwise related to any voicemail, text, and/or fax spam, solicitations, or commercial messages that

Customer or its users may send and/or receive using the Services.

#### 4. Export Restrictions

Customer acknowledges and agrees that the software and/or hardware used in conjunction with the Services may be subject to Canada, United States and other foreign laws and regulations governing the export, re-export, and/or transfer of software by physical or electronic means. Customer agrees, represents, covenants, and warrants that: (i) neither Customer nor any user (nor any entity or person that controls Customer or any user): (a) is located in an Embargoed Area or listed on any Export Control List or (b) will export or re-export any Seller software or hardware into any Embargoed Area or to any person, entity, or organization on any Export Control List, or to any person, entity, or organization subject to economic sanctions due to ownership or control by any such person, entity, or organization, without prior authorization by license, license exception, or license exemption; and (ii) the Services and Seller software and/or hardware will not be used or accessed from any Embargoed Area.

#### 5. Recording Conversations or Calls

- 5.1. Certain features of the Services may allow Customer or users of the Services to record calls or other communications. The notification and consent requirements relating to the recording of calls, and/or other communications may vary from state to state, and country to country. Customer should consult with an attorney prior to recording any call as some states or countries may require callers or users to obtain the prior consent of all parties to a recorded call, or other communication before the caller or user may record the call, or other communication. Customer represents, covenants, and warrants that it will review all applicable law before using or allowing use of the Services to record any calls or other communications and will at all times comply with all applicable law. Customer agrees to inform all users of the Services that they are obligated to comply with all laws relating to their use of the call recording feature. Violations of the call recording laws may be subject to criminal or civil penalties.
- 5.2. Seller expressly disclaims all liability with respect to recording of telephone conversations by Customer or users. Customer agrees to indemnify and hold harmless Seller, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of violation or alleged violation of any call recording laws by Customer or any user. Seller expressly disclaims all liability and all warranties with respect to recording of conversations and/or calls.

#### 6. Prohibited Use of the Services.

Neither Customer nor any user of the Services may use or allow use of the Services in any of the following ways:

- 6.1. In any manner or for any purpose that is fraudulent, malicious, deceptive, dishonest, abusive, obscene, threatening, harassing, tortious, improper, defamatory, libelous, slanderous, or in violation of any law;
- 6.2. To intentionally send or transmit unsolicited or "junk" or "spam" advertisements, communications, or messages (commercial or otherwise) without consent, including without limitation through email, voicemail, **SMS**, facsimile, or internet facsimile;
- 6.3. To harvest or otherwise collect information about others, including without limitation email addresses or personally-identifiable information, without their consent;
- 6.4. To intentionally engage in blasting or broadcasting bulk communications, advertisements, or messages (e.g., sending hundreds of messages simultaneously), including without limitation through email, voicemail, SMS, facsimile, or internet facsimile;
- 6.5. To perform auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls) in violation of applicable law;
- 6.6. To provide multiparty chat lines, for extensive call forwarding or to use call forwarding or conferencing features to act as a bridge to chat lines or other conferencing facilities or services;
- 6.7. To provide monitoring or transcription services;
- 6.8. To transmit any communication that would violate Customer's obligations under Section 3 of this Exhibit 2;

- 6.9. To intentionally transmit or store any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs or materials that may be harmful or dangerous;
- 6.10. To transmit misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value, including by creating a false Caller ID identity or forged email/SMS address or header or by otherwise attempting to mislead others as to the identity of the sender or the origin of any outbound Customer Communication;
- 6.11. To infringe, misappropriate, or otherwise violate the foreign or domestic intellectual property rights or proprietary rights of any party, including without limitation by transmitting or storing any material that might infringe, misappropriate, or otherwise violate any such right;
- 6.12. To violate the right of privacy, personality, or publicity of any party, including without limitation by transmitting or storing any material that might violate any such right;
- 6.13. To violate any law regarding the transmission of technical data or information or software through the Services;
- 6.14. In any manner that interferes with Seller's ability to provide high quality products or services to other customers; or
- 6.15. To store personal health information ("PHI"), as that term is used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); or if Customer qualifies as a "covered entity," "business associate," or "subcontractor" under HIPAA (or similar terms under similar legislation in other jurisdictions) or is otherwise subject to HIPAA, to transmit, receive, or store PHI.

A breach of obligations in this Section constitutes a material breach of this Agreement, as applicable, such that Seller may suspend service, terminate the Agreement immediately, or take any other action Seller deems necessary to enforce the terms of this Section;

## 7. Prohibited Acts.

Customer represents, warrants, covenants, and agrees that neither Customer nor any user shall do any of the following during the Term:

- 7.1. Transmit, upload, distribute in any way, or store any corrupted file or material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs or materials that may be harmful or dangerous or may damage the operation of the Services or another party's computers, devices, equipment, systems, or networks;
- 7.2. Take advantage of, bypass, exploit, or otherwise avoid Customer's obligations or the provisions, restrictions, and prohibitions set forth in this Exhibit 2(or attempt to do so);
- 7.3. Interfere with or disrupt networks or systems connected to the Services;
- 7.4. Sell, resell, distribute, lease, export, import, or otherwise grant or purport to grant rights to third parties with respect to the Services, and any software or hardware used in conjunction with the Services or any part thereof without Seller's prior written consent;
- 7.5. Display or use of any trademark, trade name, service mark or logo (together or individually, a "Mark") of Seller in any manner in violation of Seller's then-current policies on its trademark and logo usage or without Seller's express, prior written permission, to be granted or denied in Seller's sole discretion;
- 7.6. Display or use of any third party Mark without the prior, written consent of the third party that owns the third party Mark;
- 7.7. Undertake, direct, attempt, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Services or any software and hardware used in conjunction with the Services, or part thereof;

- 7.8. Defeat, disable, or circumvent any protection mechanism related to the Services;
- 7.9. Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data used by Seller for any purpose, including without limitation by causing the any product to connect to any computer server or other device not authorized by Seller or in any manner not authorized in advance in writing by Seller;
- 7.10. Allow any service provider or other third party - with the sole exception of Seller's authorized maintenance providers acting with Seller's express, prior authorization - to use or execute any software commands that facilitate the maintenance or repair of any software or hardware used in conjunction with the Services;
- 7.11. Gain access to or use (or attempt to gain access or use) any device, system, network, account, or plan in any unauthorized manner (including without limitation through password mining);
- 7.12. Engage in or to allow trunking or forwarding of Customer's telephone or facsimile number to (an)other number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system; or
- 7.13. Violate or take any action to jeopardize, limit, or interfere with Seller's intellectual property rights, including without limitation their IP Rights in the software and hardware used in conjunction with the Services.

Breach of obligations in this Section constitutes a material breach of the Agreement, as applicable, such that Seller may suspend service, terminate the Agreement immediately, or take any other action Seller deems necessary to enforce the terms of this Section.

**Master Sales Agreement**

**Date:** DATE

**SELLER**      **CONVERGEONE, INC.**  
**ORC1:**        10900 Nesbitt Avenue S  
                   Bloomington, MN 55437

**CUSTOMER:**    **CITY OF PITTSBURG**  
                           201 W4<sup>th</sup> st.  
                           Pittsburg, KS 66762

This MASTER SALES AGREEMENT ("Agreement") is made and entered into as of the date indicated above ("Effective Date") by and between Seller and Customer. Seller and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. Attachment A contains terms and provisions that are part of this Agreement and Attachment A is hereby herein incorporated by reference.
2. This Agreement shall apply to sales of the following to Customer:
  - a) All hardware, third party software, and/or Seller software (collectively, "Products");
  - b) All installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services");
  - c) All Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or
  - d) All Seller-provided maintenance services ordered by Customer to maintain and service Supported Products (as hereinafter defined in Article IV of Attachment A) or Supported Systems (as hereinafter defined in Article IV of Attachment A) at Supported Sites (as hereinafter defined in Article IV of Attachment A) to ensure that they operate in conformance with their respective documentation and specifications ("Maintenance Services").

For purposes of this Agreement, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services."

3. Seller will provide the Products and Services to Customer summarized in the sales order documentation (collectively, a "Solution Summary"), which: (a) is signed by authorized representatives of each Party (except as set forth in Section 5 below); (b) reflects the price to be charged for such Products and/or Services; and (c) incorporates the following supporting documents, as applicable:
  - i) A "Statement of Work" or "Scope of Work" ("SOW") which describes the Services to be performed;
  - ii) A "Master Agreement Rider" which provides the line-item cost detail associated with the sale of Products and the provision of Professional Services and Managed Services;
  - iii) A "Maintenance Service Order Form" which provides the line-item cost detail of the supported products, supported systems and supported sites in the provision of Maintenance Services; and/or
  - iv) Any Solution Quote or other formal quote to which you and Seller mutually agree.

The Solution Summary and all applicable supporting documents will be governed by the terms of this Agreement even in the absence of a reference to this Agreement (collectively, each an "Order"). Any Products and/or Services not specifically itemized in the applicable Order are not provided.

4. Any amendment, supplement, or modification of any term or provision of this Agreement or any Order must be in a writing that is signed by authorized representatives of both Parties to this Agreement.
5. In lieu of an authorized representative of each Party signing a Solution Summary, the Parties agree that Customer may issue to Seller a purchase order to order Products and/or Services from Seller. Such purchase order shall be deemed Customer's agreement to the terms and conditions of the corresponding Solution Summary. However, no pre-printed, additional, and/or alternate terms or provisions of the purchase order (other than the description of the Products and/or Services and the quantity thereof) shall apply. Rather, only the terms and provisions of this Agreement shall apply to the sale of Products and/or Services.
6. This Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement, provided that such Party provides to the other Party written notice of such termination at least thirty (30) days prior to the effective date of such termination. The notice of termination shall reflect the effective date of the termination; if it does not, then the effective date of the termination shall be the date that is thirty (30) days after the non-terminating Party receives the written notice of the termination.



Notwithstanding the foregoing, however, the termination of this Agreement shall not affect the obligations of either Party pursuant to the terms and provisions of any Solution Summary that has been executed by an authorized representative of each Party prior to the effective date of termination of this Agreement.

7. In the event of a conflict between the terms and conditions in this Agreement and any Order, the order of precedence shall be as follows: (i) the applicable Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into the applicable Order), (ii) Attachment A to this Agreement, and (iii) the main body of this Agreement.
8. **PURCHASE PRICE:** Unless specifically stated and mutually agreed upon in a particular Solution Summary, the purchase price of the Products and/or Services set forth in each Solution Summary shall be paid as follows:
  - a) **For Products and Professional Services (excluding third party support services):**
    - i) **Payment:** The Price (as defined in Article I, Section 1 of Attachment A) is due thirty (30) days from the date the invoice is issued as follows:
      - (1) **For Products:**
        - (i) In the sole discretion of Seller and as set forth in the Solution Summary, a deposit may be required and shall be due upon execution of the Solution Summary.
        - (ii) One Hundred percent (100%) of the Price attributable to the cost of such Product(s) (if a deposit is required as provided in (i) above, then the remaining balance) shall be invoiced upon shipment of the applicable Product(s). However, in the event Seller ships Products for a particular Order in multiple shipments, the balance attributable to the Products contained in each such shipment shall be invoiced separately and due accordingly.
      - (2) **For Professional Services (excluding third party support services):**
        - (i) Professional Services provided on a **time and materials** basis will be invoiced monthly as Professional Services are performed by Seller (following depletion of the down payment); or
        - (ii) Professional Services provided on a **fixed price** basis are due either:
          - (A) If specified in the applicable Order, monthly as Professional Services are performed by Seller (following depletion of the down payment, if any); or
          - (B) Otherwise, periodically based on mutually agreed upon milestones as set forth in the applicable Order (following depletion of the down payment, if applicable). Milestone invoices shall be issued upon the date the applicable milestone is accepted, or deemed accepted pursuant to this subsection, by Customer. Seller will provide Customer with a written acceptance acknowledgement form upon the substantial completion of the Professional Services associated with each milestone. Within ten (10) days of Customer's receipt of such form, Customer may either sign such form confirming Customer's acceptance of such milestone or provide Seller written notice disputing such milestone completion. If Customer provides written notice of a dispute, such milestone shall be deemed accepted by Customer immediately once such defects are remedied by Seller. If Customer fails to sign the applicable form or provide Seller written notice of a dispute, then the applicable milestone shall be deemed accepted by Customer upon the expiration of such ten (10) day period.
    - b) **For Third Party Support Services:** One Hundred percent (100%) of the Price attributable to the cost of third party support services as specified in the Solution Summary will be invoiced and due prior to commencement of the third party support services.
    - c) **For Managed Services:** Customer will be invoiced for Managed Services annually in advance and such invoices are due prior to the commencement of the applicable twelve (12)-month period.
    - d) **For Maintenance Services:** Customer will be invoiced for Maintenance Services annually in advance and such invoices are due prior to the commencement of the applicable twelve (12)-month period.
  9. **FINANCING OPTION:** If Customer elects to lease the pertinent Products and/or Services, Customer:
    - a) Shall inform Seller of such election no later than the time that the applicable Solution Summary is executed to avoid being liable for sales tax on the Products and/or Services provided under the pertinent Solution Summary; and
    - b) May assign a Solution Summary to a financing company for the sole purpose of financing the Price, provided that Customer agrees that any such assignment shall not delay or relieve Customer of its duty to perform any of its obligations under this

Agreement (including, but not limited to, liability for amounts owed under this Agreement). Customer further agrees that it shall not take any action, or refuse to take any action, that delays Seller's receipt of payment from Customer's financing company.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

SELLER: CONVERGEONE, INC.

CUSTOMER: CITY OF PITTSBURG

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

## ATTACHMENT A-TERMS AND CONDITIONS

### ARTICLE I - GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

#### 1. PRICE; PAYMENT; TAXES; COST ADJUSTMENT.

- a) Customer agrees to pay the price of each of the Products and/or Services described on an Order, together with freight, taxes, and any other itemized charges, fees, and costs in United States Dollars (the "Price").
- b) Except for material breach by Seller, termination of this Agreement shall not affect Customer's obligation to pay the Price.
- c) If Customer is exempt from tax, Customer shall provide to Seller a valid tax exemption certificate at the time that this Agreement is executed. Customer agrees to indemnify and hold harmless Seller (i) from any and all liens, actions, or claims made by or on behalf of any tax authority in connections with any payment made to Seller, and (ii) for all costs incurred by Seller in connection with the foregoing (including, but not limited to, reasonable attorneys' fees).
- d) Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law, whichever is lower. All prices are exclusive of applicable taxes or other charges imposed by law.
- e) For Managed Services and Maintenance Services that are provided for a term that exceeds twelve (12) months or are subject to renewal for any successive term(s), the Price shall be subject to annual increase as follows:
  - i. Upon completion of the first year of the term, the Price specified in a Solution Summary, Maintenance Services Order Form, or Statement of Work (as applicable) is subject to automatic annual increase by the lesser of: (A) five percent (5%), or (B) the CPI Adjustment (as defined below). The "CPI Adjustment" is a percentage equal to the amount of the increase in the unadjusted Consumer Price Index for all Urban Consumers as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI"), reported in the month immediately preceding the month of completion of each annual period during the current term or renewal term (the "Current Period CPI") from the CPI reported for the same month twelve (12) months prior (the "Previous Period CPI"). The CPI Adjustment is calculated by: (1) subtracting the Previous Period CPI from the Current Period CPI to obtain the amount of the "Index Point Change", and (2) dividing the Index Point Change by the Previous Period CPI and multiplying that amount by 100.

2. **REMEDIES UPON DEFAULT.** In the event that Customer fails to pay according to the terms and provisions of this Agreement, or fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then Seller, at its option, may do any or all of the following: (i) upon notice to Customer, terminate this Agreement and/or any Order related to this Agreement; (ii) regardless of whether this Agreement and/or any Order related to this Agreement is terminated, suspend further performance under this Agreement and/or any Order related to this Agreement; and (iii) retain, as an offset to Customer's liability for such default, all or a portion of the progress payments (if any) previously paid by Customer. Customer shall in any event remain fully liable for damages resulting from Customer's breach (including, but not limited to, all costs and expenses incurred by Seller on account of such breach, including costs of arbitration and reasonable attorneys' fees). The rights afforded Seller hereunder shall not be deemed to be exclusive but, instead, shall be in addition to any rights or remedies provided by law.

3. **INDEPENDENT CONTRACTOR.** Seller shall conduct its business as an independent contractor with respect to Customer. Seller will represent to third persons, to the public generally, and to all governmental bodies (including, but not limited to, federal, state, and local authorities) that the business conducted by Seller with respect to Customer is that of an independent contractor and that such is the sole relationship between the Parties. It is expressly understood that Seller is in no way considered the legal representative of Customer for any purpose whatsoever with respect to this Agreement. Customer shall deduct no income tax or other withholdings whatsoever from payments due to Seller.

4. **CUSTOMER COOPERATION.** Customer shall cooperate fully with Seller to facilitate performance of Seller's obligations hereunder, including the rendition of Services and/or the installation of Products. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete Seller's performance of Services. Cooperation shall include the following:

- (a) Customer shall designate a coordinator at Customer's site with the knowledge and authority to make decisions with respect to all of Customer's operations in order for Seller to meet its obligations hereunder;
- (b) Customer shall make available such data as is necessary to adequately test the Products and/or Services;
- (c) If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes;
- (d) Customer shall provide full, free, and safe access to Customer's facilities to allow Seller to meet its obligations hereunder;
- (e) Customer shall provide the telephone numbers, network addresses, and passwords necessary for Seller to gain remote access to Customer's systems when necessary in connection with the performance of Services;
- (f) Customer shall provide (i) interface information for Managed Products (as defined in Article III, Section 1 of this Attachment A) and Supported Products (as defined in Article IV, Section 1 of this Attachment A), and (ii) any third party consents and licenses needed by Seller to access such Managed Products and Supported Products; and
- (g) If Seller provides an Update pursuant to Article IV, Section 2(f) of this Attachment A, or other new release of software as part of the Maintenance Services, Customer will promptly implement such Update or new release.
- (h) Customer expressly acknowledges that with respect to Seller's performance of the Services called for under this Agreement, such Services do not involve or in any way require Seller's access to Personal Data as defined herein. If, in the future, Customer requests additional services that require Seller access to Personal Data, those additional services, and the security requirements associated with Seller's access to Personal Data in order to perform those additional services, shall be subject to a separate written agreement between the parties. "Personal Data" is personal data of any employee, customer, or other individual.
- (i) In order to mitigate any potential delays in the provision of Products and/or Services under any Order, Customer shall promptly perform all of its obligations set forth in this Agreement and the applicable Order(s). However, in the event of any Customer delay(s) which reasonably impact Seller's provision of Products and/or Services, Customer agrees that Seller may invoice Customer, and Customer

agrees to pay Seller, for each applicable milestone or other periodic payment upon the originally anticipated completion date mutually agreed to by the parties in the applicable Order and/or as part of the project kick-off process.

5. **FORCE MAJEURE.** Seller shall not be liable for any loss, failure, or delay in furnishing Products, or providing Services, resulting from any of the following: fires; explosions; floods; storms; acts of God; governmental acts, orders, or regulations; hostilities; acts of terrorism; civil disturbances; strikes; labor difficulties; machinery breakdowns; transportation contingencies; difficulty in obtaining parts, supplies, or shipping facilities; delays of carriers; or any other cause beyond the control of Seller.

6. **ARBITRATION.** Except for any matters related to the collection of outstanding amounts due from Customer to Seller hereunder, Seller and Customer agree to submit any and all disputes (of whatever kind or nature, whether in law or in equity,) arising out of the terms and provisions of this Agreement (including, but not limited to, determining the validity, specific enforcement, breach, or interpretation of this Agreement) to binding arbitration only, such arbitration to be conducted pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association and to be held before a single arbitrator at a location mutually agreeable to the Parties. The Parties shall be entitled to limited discovery under the Federal Rules of Civil Procedure. Notwithstanding the foregoing, in the event that third parties are necessary to achieve a just adjudication of the issues, either Party may commence a civil action in a court of competent jurisdiction having jurisdiction over all parties involved. The prevailing Party shall be entitled to recover from the non-prevailing Party its costs and reasonable attorneys' fees incurred in connection with any action or proceeding that arises from the terms and provisions of this Agreement. The Parties further agree that any monetary award may be reduced to judgment and docketed in any court of competent jurisdiction without objection and execution had thereon. This provision shall survive the termination of this Agreement. No arbitration or action, regardless of form, arising out of the terms and provisions of this Agreement may be brought or commenced by either Party more than one (1) year after the dispute, claim, or cause of action arose.

7. **LIMITATION OF LIABILITY.** THE ENTIRE LIABILITY OF SELLER (AND SELLER'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN ARTICLE II, SECTION 3 OF THIS ATTACHMENT A; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN SIXTY (60) DAYS BY CAUSES ATTRIBUTABLE SOLELY TO SELLER, UPON THIRTY (30) DAYS' WRITTEN NOTICE FROM CUSTOMER TO SELLER OF SUCH DELAY AND SELLER'S FAILURE TO CORRECT SUCH FAILURE WITHIN SUCH NOTICE PERIOD, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH ORDER; OR (III) FOR SELLER'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF SELLER DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH SOLUTION SUMMARY. SELLER SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **NON-SOLICITATION OF EMPLOYMENT.**

Customer shall not solicit for employment, either directly or indirectly, employees or subcontractors of Seller during the term of any Order, or for a period of twelve (12) months thereafter; provided, however, that Customer may hire employees or subcontractors of Seller if such employees or subcontractors initiate contact with Customer (e.g., a response to general employment advertisements of Customer). If Customer violates this provision, Customer will pay to Seller an amount equal to the amount of total potential compensation for the first twelve (12) months for the employee or subcontractor of Seller that has been hired. Customer shall pay such amount to Seller on the date that is thirty (30) days after the person accepts an offer of employment from Customer.

9. **AFFILIATE RIGHTS.**

(a) **C1.** The Parties agree that any C1 Affiliate may sell Products and/or Services to Customer under the terms and provisions of this Agreement; provided, however, that only the C1 Affiliate that is the party to such sale is liable to Customer for the sale of such Products and/or Services. By signing a given Order for any such sale, the applicable C1 Affiliate and Customer agree that the terms and conditions of this Agreement will apply to such sale as if such C1 Affiliate were Seller under this Agreement, but only with respect to such sale. For purposes of this Agreement, "C1 Affiliate" means any corporation, partnership, or other entity that, directly or indirectly, controls (or is controlled by or is under common control with) Seller.

(b) **Customer.** Seller agrees that Seller approved Affiliates (as that term is defined below) may purchase Products and/or Services under the terms and conditions of this Agreement by signing an Order referencing this Agreement. The terms of this Agreement will be incorporated by reference in any such Order as if this Agreement were separately executed by such Affiliate (and solely by such Affiliate) and the term "Customer" used herein will be deemed as applying to such Affiliate for the purposes of the Order. The applicable rights, obligations and liabilities of Customer under each Order executed by Customer will be solely those of Customer, and none of the Affiliates will be responsible for any obligations or liabilities of Customer under such Order. The applicable rights, obligations and liabilities of an Affiliate executing an Order will be solely those of such Affiliate, and neither Customer nor any other Affiliate will be responsible for any obligations or liabilities of the Affiliate under the Order. Under no circumstances will Customer and any of the Affiliates be jointly or severally liable for the obligations of the others. "Affiliate(s)" means any entity that directly or indirectly controls, is controlled by, or is under common control or ownership with Customer, where "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct, cause or influence the direction of the management policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

10. **MISCELLANEOUS.**

- (a) **Merger.** This Agreement constitutes the entire agreement between Seller and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties.
- (b) **No Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment. Notwithstanding the foregoing, (i) Seller may, without notice, assign the Agreement, in whole or in part, or any of its rights hereunder to an affiliate or entity which acquires all or substantially all of Seller's assets (with an "affiliate" for purposes of this section meaning (a) any corporation or other entity owning, either directly or indirectly, a majority of the outstanding stock of Seller ("Parent") or (b) any corporation or other entity in which a majority of the ownership interest is held either directly or indirectly by Parent or Seller); and (ii) Seller may assign all of its rights and delegate all of its obligations with respect to any order that relates to the performance of Professional Services and/or delivery of Products at any location that is outside of the United States of America to one or more third parties believed by Seller in good faith to be capable of providing such goods and services.
- (c) **Notices.** Any notice required or permitted under this Agreement shall be in writing and delivered to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate and shall be: (i) delivered in person, (ii) sent by overnight courier service, properly addressed and prepaid, or (iii) sent by first class mail, properly addressed and with the correct postage.
- (d) **Acknowledgment and Authority.** By execution hereof, the signers hereby certify that they have read this Agreement and these terms, understand them, and agree to all terms and provisions stated herein. In addition, Seller and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to execute this Agreement.
- (e) **Secrecy and Confidentiality.** Each Party (the "Receiving Party") covenants and agrees on behalf of itself, its officers, directors, employees, and agents as follows: (i) all information obtained from the other Party (the "Disclosing Party") (including, but not limited to, the terms and conditions of this Agreement, customer lists, customer-sensitive information, business practices and operations, pricing and financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential ("Confidential Information"); (ii) such Confidential Information shall be neither disclosed to any third party without the prior written approval of the Disclosing Party (except Seller may disclose Customer's Confidential Information to its subcontractors under this Agreement, but will ensure that such subcontractors are subject to the same confidentiality obligations set forth herein) nor used for any unauthorized purpose; and (iii) the Receiving Party shall use its best efforts to return such Confidential Information to the Disclosing Party upon termination of this Agreement. However, the Receiving Party shall have no obligation to preserve the confidentiality of any Confidential Information which (i) was known to the Receiving Party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than the authorized disclosure by the Receiving Party; (iii) is independently developed by or on behalf of the Receiving Party independent of any Confidential Information received from the Disclosing Party; (iv) is received by the Receiving Party from a third party whose disclosure does not violate any confidentiality obligation; or (v) is required by law to be disclosed by the Receiving Party, provided that the receiving party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and reasonable assistance, at the Disclosing Party's sole expense, in obtaining an order, if necessary, protecting the information from public disclosure. The Parties further acknowledge that the unauthorized use or disclosure of Confidential Information will create a risk of irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief, without the necessity of posting a bond, against the receiving party to prevent such harm in addition to all other remedies at law, including monetary damages.
- (f) **Intellectual Property Rights.** Provisions pertaining to title and risk of loss in connection with the purchase of applicable Products and/or Services are set forth Articles II-IV of this Attachment A below. Additionally, each Party reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any intellectual property that it makes available to the other Party as is necessary for such other Party's performance under this Agreement. Furthermore, Seller will own any intellectual property that it develops, creates, or otherwise acquires, excluding Customer's intellectual property, while performing the Services, unless otherwise mutually agreed to and expressly set forth in the applicable Order. For Services that are purchased, developed, or created under this Agreement, upon receipt of Customer's payment for such Services, Seller hereby grants Customer a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the Services as originally configured and deployed for the limited purpose of conducting Customer's internal business. Seller reserves all other intellectual property rights not expressly granted herein.
- (g) **No Resale.** In the event that the Products contain manufacturer's software, Customer shall not resell the software or provide access to the software either directly or indirectly to third parties unless authorized to do so in an Order.
- (h) **Waiver.** If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.
- (i) **Severability.** In the event that any term or provision of this Agreement is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect.
- (j) **Survival of Terms.** Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.
- (k) **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without regard to its choice or conflicts of law principles.
- {l} **Counterparts and Electronic Signature.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one (1) and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by one (1) Party to the other Party. The receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

## **ARTICLE II - ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR PRODUCTS AND PROFESSIONAL SERVICES**

1. **TITLE; RISK OF LOSS.** Title, ownership, and risk of loss of hardware sold pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer. Title and ownership of software delivered to Customer pursuant to the terms and

provisions of this Agreement shall remain solely with its licensor. Risk of loss of software delivered to Customer pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer.

2. **SECURITY INTEREST.** Seller reserves a purchase money security interest in and to the Products (together with the cost of any Professional Services related thereto) sold hereunder as security for performance of Customer's obligations. Seller may file the Agreement (together with any attachments thereto) to perfect such interest.

3. **WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES.** Seller represents and warrants that, immediately prior to the sale of Products to Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, Seller represents and warrants that Seller has the full right, power, and authority to sell, deliver, or provide the Products to Customer.

(a) **Product Warranties.** Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by Seller.

1) **Direct OEM Warranty.** Customer receives the OEM's warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

2) **Indirect OEM Warranty.** If Customer does not receive the Product warranty directly from the OEM, then Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information to Customer. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

3) **Seller Warranty for Refurbished Products.**

i) Products refurbished by Seller are warranted for a term of one (1) year from either (i) the date of delivery of the Products if such Products are installed by Customer; or (ii) the date of Products installation if such Products are installed by Seller.

ii) This warranty does not extend to Products or components thereof that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or components thereof; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Article I, Section 5 of this Attachment A.

(b) **Professional Services Warranty.** Professional Services are warranted for thirty (30) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel.

(c) **Warranty Procedures and Disclaimers.** The terms and provisions of this Article II, Section 3(c) apply to all Products and Replacement Products provided hereunder.

1) If Products or Replacement Products do not conform to the Products warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair such Products so that Products conform to the Products warranty; or (ii) replace such Products with Products that conform to the Products warranty ("Replacement Products"). Replacement Products are warranted as outlined above for the remainder of the original applicable Products warranty period. The original Products that were replaced become the property of Seller. Seller will not charge Customer for the Replacement Products. Seller, however, may charge Customer for the time that is incurred to diagnose the problem and to repair or replace such Products, if the problem is not covered by the Products warranty.

2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS AND ARE EXCLUDED. SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. SELLER WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR THE IMPACTS OF FOR SUCH USE) OF COMMON CARRIER SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS. UNLESS OTHERWISE AGREED IN THIS AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

3) If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Seller requires that a network assessment be performed prior to installation to determine network performance, reliability, and security. In the event that Customer either refuses to authorize a pre-installation network assessment or fails to follow Seller's reasonable recommendations after Seller performs the network assessment, and if performance problems are encountered and determined to be associated with network performance, reliability, or security issues, Customer shall be solely responsible for all costs associated with a post-installation network assessment and network reconfiguration.

(d) **Software Licenses.** Customer agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) applicable to the Products provided hereunder. Such software licenses may be found on the Internet at <https://www.onec1.com/agreements>. Seller Software licenses, as identified in the pertinent Solution Summary, may be found in the Statement of Work corresponding to such Solution Summary.

4. **PROFESSIONAL SERVICES AND TIMING.** Professional Services not specifically itemized are not provided. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF PROFESSIONAL SERVICES OR INSTALLATION OF PRODUCTS.

5. **TERMINATION RIGHTS FOR PRODUCTS AND PROFESSIONAL SERVICES.**

(a) **PRODUCT RETURNS:** All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns may be assessed a twenty percent (20%) restocking charge; provided, however, that Product returns based on warranty claims will not be assessed such restocking charge.

(b) **PROFESSIONAL SERVICES.**

- 1) Time and Material: For Professional Services provided on a time and material basis, Customer agrees to pay for time and material Professional Services rendered up to and through the effective date of cancellation.
- 2) Fixed Price: For Professional Services provided on a fixed price basis, unless otherwise set forth in the applicable Order, fixed price Professional Services may not be cancelled.

**ARTICLE III - ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MANAGED SERVICES**

1. **DEFINED TERMS OF ARTICLE III.**

- (a) "EULA" is an acronym used to refer to an End User License Agreement.
- (b) "Managed Products" are all hardware and/or software identified on a Master Agreement Rider or Solution Quote for which the Managed Services are to be provided.
- (c) "Managed Sites" are the locations specified on each applicable Master Agreement Rider or Solution Quote.

2. **PROVISION AND SCOPE OF MANAGED SERVICES.**

- (a) **Order Form and Provision of Managed Services.** Seller will provide the Managed Services for Managed Products at Managed Sites, as described further in each pertinent Solution Summary that references the Agreement. The Price set forth on such Solution Summary for Managed Services is based on the number of active Managed Products. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any Managed Products that have been added (activated) or removed (deactivated) during the previous period.
- (b) **Monitoring.** Seller may electronically monitor Managed Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Managed Services; and (v) as otherwise provided in each applicable Solution Summary.
- (c) **General Limitations.** Seller will not provide Managed Services for Managed Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted.

3. **CUSTOMER RESPONSIBILITIES FOR MANAGED SERVICES.**

- (a) **Provision of Managed Products.** Customer will provide all Managed Products and Managed Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Managed Product and each Managed Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Managed Services in a timely manner.
- (b) **Moves of Managed Products.** When Customer seeks to move any Managed Products, Customer will notify Seller. Only Seller or its authorized agent may move Managed Products. Seller may charge additional amounts to recover any additional costs incurred by Seller in providing the Managed Services that result from the move of Managed Products by a party other than Seller or its authorized agent.
- (c) **Identification Tags.** Customer will not remove any identification tags or other markings from any Managed Product.

4. **TITLE AND RISK OF LOSS OF MANAGED PRODUCTS.** Except for Products provided by Seller to Customer under the terms and provisions of this Agreement, title to the Managed Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Managed Products. Customer will bear the risk of loss, theft, destruction, or damage to the Managed Products (each, a "Loss"), and Customer will promptly provide written notice to Seller of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Managed Products for the full replacement value of the Managed Products. Upon Seller's request, Customer will provide Seller with evidence of this insurance.

5. **SOFTWARE LICENSE FOR MONITORING SOFTWARE INCLUDED IN MANAGED SERVICES.** Customer understands that Seller may license software from a third party to provide the Managed Services for which Customer may have access to certain functionality. Customer may use such software in accordance with the terms and conditions of any end user license agreement accompanying such software, whether the terms and conditions of the end user license be in "shrinkwrap," "clickwrap," or some other form.

6. **TERM AND TERMINATION RIGHTS OF MANAGED SERVICES.**

(a) **Managed Services Term.** Unless a different term is specified on the pertinent Solution Summary, or in the Statement of Work corresponding to such Solution Summary, Seller will provide the applicable Managed Services for a term ("Managed Services Term") of one (1) year.

(b) **Termination Rights of Managed Services.**

1) **For Convenience.** Unless otherwise specified on the pertinent Solution Summary, or in the applicable Statement of Work, Customer may terminate Managed Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Managed Services for (i) twelve (12) months; or (ii) the remainder of the Managed Services Term.

2) **For Cause.** Either Party may terminate the pertinent Managed Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or the applicable Managed Services included in such Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent or insolvency proceedings are instituted against such other Party.

7. **MANAGED SERVICES WARRANTIES; DISCLAIMERS.**

(a) **Managed Services Warranty.** Seller represents and warrants to Customer that the Managed Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Managed Services have not been so performed and if within thirty (30) days after the performance of the Managed Services Customer provides to Seller written notice of such non-compliance, then Seller, at its option, will re-perform the Managed Services, correct the deficiencies, or render a prorated refund based on the original charge for the deficient Managed Services. The warranty remedies expressly provided in this Section will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE III, SECTION 7 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MANAGED SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MANAGED SERVICES WILL RENDER ANY PRODUCT SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **ARTICLE IV - ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MAINTENANCE SERVICES**

##### **1. DEFINED TERMS OF ARTICLE IV.**

- (a) "Added Products" are those additional Customer-acquired products of the same type and manufacturer(s) as the existing Supported Products.
- (b) "End of Support" occurs when the manufacturer declares a Supported Product "end of life," "end of service," "end of support," "manufacture discontinue," or any similar designation.
- (c) "Extended Support" is the limited set of Maintenance Services provided by Seller when certain Supported Products are subject to End of Support.
- (d) "Host" is a third party service provider.
- (e) "Maintained Products" means collectively, the Supported Products and the Supported Systems
- (f) "**New Software**" includes patches, Updates, or feature upgrades for Supported Products.
- (g) "Supported Products" are (1) all hardware and/or software identified on a Maintenance Services Order Form for which the Maintenance Services are to be provided; and (2) Added Products.
- (h) "Supported Sites" are the locations specified on a Maintenance Services Order Form or Statement of Work.
- (i) "Supported Systems" are the networks specified on a Maintenance Services Order Form, and/or a group of Supported Products.
- (j) "Replacement Hardware" is hardware that Seller provides as part of the Maintenance Services.
- (k) "Vendor Management" are certain functions Seller performs to instruct third party vendors, or request products or services on Customer's behalf from third party vendors, under Customer's supply contracts with such third party vendors.

##### **2. PROVISION AND SCOPE OF MAINTENANCE SERVICES.**

- (a) **Order Form and Provision of Maintenance Services.** Seller will provide the Maintenance Services for Supported Products or Supported Systems at Supported Sites, as described further in the Solution Summary. The Price set forth on the pertinent Solution Summary is based on the port and item counts provided to Seller. If the actual quantities of ports that are maintained at the inception of the Solution Summary vary by more than five percent (5%) from the port count provided to Seller, and/or there is a discovery of additional items, Seller reserves the right to adjust the Price on the applicable Solution Summary to reflect the actual quantities being maintained. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.
- (b) **Title and Risk of Loss of Supported Products.** Except for Products sold by Seller to Customer under the terms and provision of this Agreement, title to the Supported Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Supported Products. Title to any Replacement Hardware (as defined in Article IV, Section 2(h) of this Attachment A) (if applicable) provided by Seller as part of the Maintenance Services will pass to Customer when installed. Customer bears the risk of loss, theft, destruction, or damage to the Supported Products (each, a "Loss"), and Customer will promptly provide Seller with written notice of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Supported Products for the full replacement value of the Maintained Products. Upon the request of Seller, Customer will provide Seller with evidence of this insurance.
- (c) **Monitoring.** Seller may electronically monitor Maintained Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Maintenance Services; and (v) as otherwise provided in the Statement of Work.
- (d) **Error Correction.** Some Maintenance Services options may include correction of Errors. An "Error" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications applicable when the Supported Product was originally purchased or originally licensed by Customer.
- (e) **Help Line Support.** Where the Maintenance Services include help line support, Seller will provide such help line support (e.g., service hours and target response intervals) in accordance with that which is indicated on the Solution Summary.
- (f) **Updates.** Where the Maintenance Services include the provision of Updates, Seller will make available to Customer such Updates as the manufacturer makes available to Seller. An "Update" is a change in software that typically provides maintenance correction only. An Update typically is designated as a change in the digit to the right of the second decimal point (e.g., n.y.[Z]). Seller, at its option, will determine how to provide an Update (e.g., via a website, email, U.S. Mail, etc.). Updates may either be remotely installed by Seller (or its subcontractor) or delivered to Customer for installation by Customer.
- (g) **End of Support.** The Seller may discontinue or limit the scope of Maintenance Services on a Supported Product for which the manufacturer has declared End of Support. If Maintenance Services are discontinued for a Supported Product, the Supported Product will be removed from the Solution Summary and the Price adjusted accordingly. For certain Supported Products subject to End of Support, Seller may continue to offer Extended Support. Where Seller chooses to provide such Extended Support, the description of such Extended Support, and the fees associated therewith, will be available at the time notice is sent by Seller to Customer. These notices will communicate information such as Extended Support eligibility, Extended Support alerts related to parts shortages, and end of Maintenance Services (including Extended Support) eligibility.
- (h) **Replacement Hardware.** Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured, or functionally equivalent. Replacement Hardware, if not new, will be warranted the same as new hardware and will be equivalent to new in its performance. Replacement Hardware will only be furnished on an exchange basis. Immediately upon Customer's receipt of Replacement Hardware, or installation of the Replacement Hardware by Seller, as applicable, the hardware being replaced by Seller will become the



property of Seller. Seller represents and warrants that all Replacement Hardware will be free of defects in design, materials, and workmanship. In addition, if Seller is not the manufacturer of such Replacement Hardware, Seller will make available to Customer all warranties provided by the manufacturer for such Replacement Hardware.

(i) **Added Products.** If Customer acquires Added Products and locates such Added Products with existing Supported Products at a Supported Site, the Added Products will automatically be added to the Solution Summary at the then current fees charged by Seller as of the date on which the Added Products are first co-located with the Supported Products and for the remainder of the Maintenance Term (as hereinafter defined). Added Products purchased from a party other than Seller are subject to certification by Seller at its then current certification rates. If an Added Product fails certification, Seller may choose not to add such Added Product as a Supported Product.

(j) **General Limitations.** Unless a Statement of Work provides otherwise, Seller will only provide Maintenance Services on software for (i) the unaltered current release of such software, and (ii) the prior release of such software. The following items are included in the Maintenance Services only if the Statement of Work specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Seller (except for installation of standard, self-installed Updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures, power surges, or lightning strikes); (vii) Maintenance Services for Supported Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted; and (viii) correction of Errors, the cause of which occurred prior to the commencement of Maintenance Services pursuant to the terms of the pertinent Solution Summary.

### 3. CUSTOMER RESPONSIBILITIES FOR MAINTAINED PRODUCTS.

(a) **Provision of Supported Products and Supported Systems.** Customer will provide all Supported Products, Supported Systems, and Supported Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Supported Product, each Supported System, and each Supported Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Maintenance Services in a timely manner.

(b) **Moves of Supported Products.** When Customer seeks to move any Supported Product, Customer will notify Seller. Only Seller or its authorized agent may move Supported Products. Seller may charge additional amounts to recover any additional costs incurred in providing the Maintenance Services that result from the move of Supported Products by a party other than Seller or its authorized agent.

(c) **Identification of Maintained Products.** Customer will not remove any identification tags or other markings from any Maintained Product.

(d) **Vendor Management Authorization.** Where Seller is to perform Vendor Management functions, Customer will provide Seller with a letter of agency or similar document, in a form that is reasonably satisfactory to Seller, that authorizes Seller to perform the Vendor Management. Where the third party vendor's consent is required for Seller to be able to perform the Vendor Management in a timely manner, Customer will obtain the written consent of the third party vendor and will provide Seller with a copy of such written consent.

(e) **Third Party Hosting.** For Maintenance Services that include monitoring, in the event that one (1) or more network address(es) to be monitored by Seller are associated with systems owned, managed, and/or hosted by a Host, Customer will (i) notify Seller of the Host prior to commencement of the Maintenance Services; (ii) obtain Host's advance written consent for Seller to perform the Maintenance Services on Host's computer systems and provide to Seller a copy of such written consent; and (iii) facilitate necessary communications between Seller and Host in connection with the Maintenance Services.

4. **SOFTWARE LICENSES OF MAINTAINED PRODUCTS.** Where the Maintenance Services include providing New Software, the New Software will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software for which the New Software is provided. Where there is no existing license for the original software, New Software will be provided subject to the current license terms and restrictions of the manufacturer for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the end user license agreement accompanying such components, whether the terms and conditions of the end user license are in "shrinkwrap," "clickwrap," or some other form.

### 5. TERM AND TERMINATION RIGHTS OF MAINTENANCE SERVICES.

(a) **Maintenance Services Term.** Unless a different term is specified on the applicable Solution Summary, Seller will provide the applicable Maintenance Services for a term ("Maintenance Term") of one (1) year. Following the expiration of the Maintenance Term and subject to the terms of Attachment A, Article I, Section 1(e), Maintenance Services will automatically renew for successive one (1) year periods (each a "Maintenance Renewal Term") unless, at least thirty (30) days prior to the expiration of the Maintenance Term or the applicable Maintenance Renewal Term, Customer or Seller provides the other with written notice of its intent not to renew.

(b) **Termination Rights of Maintenance Services.**

1) **For Convenience.** Unless otherwise specified on the pertinent Solution Summary, Customer may terminate Maintenance Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Maintenance Services for (i) twelve (12) months; or (ii) the remainder of the Maintenance Term or the applicable Maintenance Renewal Term.

2) **For Cause.** Either Party may terminate the applicable Maintenance Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or such Maintenance Services included in the pertinent Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent, or insolvency proceedings are instituted against such other Party.

### 6. MAINTENANCE SERVICES WARRANTIES; DISCLAIMERS.

(a) **Maintenance Services Warranty.** Seller represents and warrants to Customer that the Maintenance Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Maintenance Services have not been so performed, and if within thirty (30) days after the performance of the Maintenance Services Customer provides Seller with a written notice of such non-compliance, then Seller, at its option, will re-perform the Maintenance Services, correct the deficiencies, or render a prorated refund based on the original Price for the deficient Maintenance Services. The warranty remedies expressly provided in this Article IV, Section 6 of Attachment A will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE IV, SECTION 6 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MAINTENANCE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MAINTENANCE SERVICES WILL RENDER A SUPPORTED PRODUCT OR SUPPORTED SYSTEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Pittsburg, KS with offices at 201 n. Pine St., Pittsburg, KS 66762-3819 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of July 24, 2014 ("Agreement"); and

WHEREAS, Tyler and Client desire to further amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items are as follows:
  - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
  - b. Associated maintenance and support fees, prorated for a time period commencing on the Amendment Effective Date and ending at the same time as the end of the then-current annual maintenance term for previously licensed software under the Agreement, are due on the Amendment Effective Date. Subsequent maintenance and support fees will be invoiced in accord with the terms of the Agreement.
  - c. Annual services shall have an initial term which commences on the first day of the first month following the Amendment Effective Date and ends on the last day of the then-current maintenance and support term under the Agreement. Upon expiration of the initial term, annual services shall automatically renew for additional one (1) year periods at our then-current rates. Annual fees for the initial term, as indicated in Exhibit 1, shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Subsequent fees will be invoiced annually in advance at our then-current rates.
  - d. Per transaction fees shall be paid by the end-user at the time of service.
  - e. Implementation and professional services, including training, will be invoiced as provided and/or incurred.
  - f. Third Party expenses will be invoiced as provided and/or incurred.
  - g. Travel expenses shall be invoiced as incurred, as applicable.
2. You understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use

the applicable Software will be suspended unless and until payment in full has been made. Your use of the Inspector MobileBasic Tyler Software set forth in Exhibit 1 as subscription or software as a service ("SaaS"), is subject to the Tyler SaaS Services Terms and Service Level Agreement found at: <https://www.tylertech.com/terms/tyler-saas-services>, and the Fire Prevention Mobile Terms found here: <https://www.tylertech.com/terms/mobileeyes-third-party-terms>. By signing this Amendment, or accessing, installing or using the Fire Prevention Mobile software, you agree that you have read, understood and agree to such terms.

3. Tyler hereby grants to Client a license to use the software identified in Exhibit 1 in accordance with the terms and conditions of the Emergency Networking EULA available at <https://www.tylertech.com/terms/emergency-networking-terms-of-use>. By signing this Amendment, or accessing, installing or using Emergency Network services, you agree that you have read, understood and agree to such terms.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Pittsburg, KS with

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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



**Exhibit 1**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date.

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## INVESTMENT SUMMARY

Tyler Software	\$ 4,800
Services	\$ 12,899
Third-Party Products	\$ 10,250
Estimated Travel	\$ 2,500
<b>Total One-Time Cost</b>	<b>\$ 30,449</b>
Annual Recurring Fees/SaaS	\$ 17,482
Tyler Software Maintenance	\$ 1,008



Quoted By: Amy Shultz  
 Quote Expiration: 8/8/24  
 Quote Name: EN + FPM for Pittsburg Fire

**Sales Quotation For:**  
 Pittsburg Police Department  
 201 N Pine St  
 Pittsburg KS 66762-3819  
 Phone: +1 (620) 235-0400

**Tyler Software**

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Computer Aided Dispatch				
CAD CFS (xml) Export Interface	\$ 9,600	\$ 4,800	\$ 4,800	\$ 1,008
<b>Total</b>	\$ 9,600	\$ 4,800	\$ 4,800	\$ 1,008
<i>Sub-Total</i>	\$ 9,600		\$ 4,800	\$ 1,008
<i>Less Discount</i>	<i>\$ 4,800</i>			<i>\$ 0</i>
<b>TOTAL</b>	<b>\$ 4,800</b>		<b>\$ 4,800</b>	<b>\$ 1,008</b>

**Annual / SaaS**

Description	Fee	Discount	Annual
Enterprise Public Safety			
Third Party			
Emergency Networking FireRMS - Career - Fire Suite	\$ 3,500	\$ 0	\$ 3,500
Emergency Networking Custom Forms Module	\$ 5,000	\$ 0	\$ 5,000
Emergency Networking CAD Connection	\$ 750	\$ 0	\$ 750

Emergency Networking Basic Interface Package	\$ 750	\$ 0	\$ 750
Emergency Networking Monitor	\$ 600	\$ 0	\$ 600
Emergency Networking EPCR	\$ 4,000	\$ 0	\$ 4,000
<b>Enterprise Permitting &amp; Licensing</b>			
<b>Fire Prevention Mobile</b>			
Pre-plans Mobile	\$ 606	\$ 0	\$ 606
Onboard Codes - ICC	\$ 187	\$ 0	\$ 187
Inspector Mobile	\$ 2,089	\$ 0	\$ 2,089
Contractor Access (3.50 per transaction)	\$ 0	\$ 0	\$ 0
Product Integration FPM-CAD & Fire Field Mobile	\$ 0	\$ 0	\$ 0
Product Integration - FPM and Emergency Networking	\$ 0	\$ 0	\$ 0
<b>TOTAL</b>			<b>\$ 17,482</b>

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
<b>Enterprise Public Safety</b>					
Project Management	1	\$ 2,720	\$ 0	\$ 2,720	\$ 0
CAD Export Interface Installation Fee	1	\$ 2,480	\$ 0	\$ 2,480	\$ 0
<b>Enterprise Permitting &amp; Licensing</b>					
Contractor Access Setup & Training	1	\$ 499	\$ 0	\$ 499	\$ 0
Setup & Configuration Services	20	\$ 200	\$ 0	\$ 4,000	\$ 0
Training Services - Inspector Mobile Plus	16	\$ 200	\$ 0	\$ 3,200	\$ 0
<b>TOTAL</b>				<b>\$ 12,899</b>	<b>\$ 0</b>

**Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
<b>Enterprise Public Safety</b>					
Emergency Networking Implementation and Training	1	\$ 9,250	\$ 9,250	\$ 0	\$ 0
Emergency Networking Data Import - NFIRS Only	1	\$ 1,000	\$ 1,000	\$ 0	\$ 0



**TOTAL**

**\$ 10,250**

**\$ 0**

**Summary**

**One Time Fees**

**Recurring Fees**

Total Tyler Software	\$ 4,800	\$ 1,008
Total Annual	\$ 0	\$ 17,482
Total Tyler Services	\$ 12,899	\$ 0
Total Third-Party Hardware, Software, Services	\$ 10,250	\$ 0
Estimated Travel	\$ 2,500	\$ 0

**Assumptions**

Contractor Portal: 3rd party system contractors will pay report submittal fees (e.g. \$3.50 transactions fees per submittal), thus minimizing the cost to the Department or Agency. Estimated scope assumes 500 structures.

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data. Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the “owning” occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered "keys". If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item. Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler’s MobileEyes team. Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No “fuzzy” matching of records – e.g., matching on address or business name – will be done. Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered “data clean up” and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or properties that the Fire Marshal’s Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in MobileEyes has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history. Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings.

### **Fire Prevention Mobile Scope:**

**1 license of Inspector Mobile for full time inspector.**

**IFC 2012 as of 2-8-24. Some consideration to move to 2018 this year.**

**Administrative personnel will have access to web features for scheduling, inquiry, report generation and more.**

**Using Emergency Reporting for records but Firehouse remains the inspection solution.**

**FPM to EN integration.**

**FPM to Public Safety integration.**

**Pre Plans Mobile.**

**Contractor Portal for managing third party reports. Contractors pay going rate which is currently \$3.50 per submittal.**

**2 days of web training.**

**One time setup and implementation fee. Included loading an occupant database (provided in Excel or CSV format), loading codes, templates, site setup and more.**

**Historical inspection, permit and invoice records are not included in the scope.**

**Call for pricing if this is required.**

### **Emergency Networking**

Emergency Networking 3rd Party Integrations includes Fire Roster, Fire Suite, Custom Forms Module, CAD CFS Integration

Emergency Networking and Services includes:

- Remote Implementation & Training
- Imports for NFIRS & Non-NFIRS data

Departments included:

- Pittsburg Fire

**SCHEDULE E-1 TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000168-010**

**WHEREAS,** The City of Pittsburg, Kansas (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State where Lessee is located;

**WHEREAS,** it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into a State & Municipal Lease/Purchase Agreement (the "Lease") with Clayton Holdings, LLC, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment; and

**WHEREAS,** the Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations, and such funds have not been expended for other purposes

**NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF [LESSEE], AS FOLLOWS:**

**Section 1.** The Lease and the Escrow Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Mayor and Director of Finance of the Lessee is hereby authorized to execute and deliver the Lease and the Escrow Agreement, on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

**Section 2.** The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Escrow Agreement.

**Section 3.** Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**Section 4.** Moneys sufficient to pay all Rental Payments required to be paid under the Lease during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

**Section 5.** This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

**PASSED AND ADOPTED** by the governing body of The City of Pittsburg, Kansas this 23 day of July, 2024.

ATTEST:

LESSEE: The City of Pittsburg, Kansas

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

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

Printed Name: \_\_\_\_\_

Printed Name: Stu Hite

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

Title: Mayor

VENDOR SET: 99 City of Pittsburg, KS  
BANK: \* ALL BANKS  
DATE RANGE: 7/03/2024 THRU 7/16/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	7/11/2024			195831		
C-CHECK	VOID CHECK	V	7/11/2024			195835		
C-CHECK	VOID CHECK	V	7/11/2024			195836		
C-CHECK	VOID CHECK	V	7/11/2024			195837		
C-CHECK	VOID CHECK	V	7/11/2024			195838		
C-CHECK	VOID CHECK	V	7/11/2024			195839		

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

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00
HAND CHECKS:	0	0.00	0.00
DRAFTS:	0	0.00	0.00
EFT:	0	0.00	0.00
NON CHECKS:	0	0.00	0.00

VOID CHECKS:	6 VOID DEBITS	0.00	
	VOID CREDITS	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			6	0.00	0.00	0.00
BANK: *		TOTALS:	6	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 7/03/2024 THRU 7/16/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321	KP&F							
I-1765549	07-05-2024 PAYROLL	D	7/05/2024	52,146.59		000000		52,146.59
0728	ICMA							
I-07-05-2024 PAY	07-05-2024 PAYROLL	D	7/05/2024	1,386.56		000000		1,386.56
1050	KPERS							
I-1765548	07-05-2024 PAYROLL	D	7/05/2024	49,318.70		000000		
I-1765551	07-05-2024 PAYROLL	D	7/05/2024	159.67		000000		49,478.37
6415	GREAT WEST TANDEM KPERS 457							
I-1202427907	07-05-2024 PAYROLL	D	7/05/2024	4,533.00		000000		
I-1202428826	07-05-2024 PAYROLL	D	7/05/2024	516.00		000000		5,049.00
7290	DELTA DENTAL OF KANSAS INC							
I-202407155938	CLAIMS PAID 06-28 TO 07-03-24	D	7/05/2024	3,017.35		000000		3,017.35
7290	DELTA DENTAL OF KANSAS INC							
I-202407155939	CLAIMS PAID 07-04 TO 07-11-24	D	7/12/2024	1,828.87		000000		1,828.87
8526	HEALTH PLANS, INC							
I-07-05-2024 PAY	07-05-2024 PAYROLL	D	7/05/2024	4,186.29		000000		
I-202407155944	CLAIMS PAID 06-26 TO 07-02-24	D	7/05/2024	3,984.81		000000		8,171.10
8526	HEALTH PLANS, INC							
I-202407155945	CLAIMS PAID 07-03 TO 07-09-24	D	7/12/2024	6,288.30		000000		6,288.30
8467	WASTE CORPORATION OF KANSAS, L							
I-BL0000006915	WWTP: SEPTIC/LEACHATE	E	7/05/2024	816.30		022704		816.30
8737	EK ENTERPRISE							
I-213	PIZZA FOR PAC/BALL CONCESSION	E	7/05/2024	1,243.00		022705		1,243.00
8782	ED MILLER AUTO SUPPLY							
I-024537	CUT-OFF WHEEL	E	7/05/2024	14.99		022706		14.99
8842	CARDS KS LLC							
I-789932	JULY 2024 TRASH SERVICE	E	7/05/2024	1,384.00		022707		1,384.00
8882	FIRST RESPONDER OUTFITTERS, IN							
I-167585-1	MISC UNIFORM SUPPLIES	E	7/05/2024	295.91		022708		
I-167987-1	MISC UNIFORM SUPPLIES	E	7/05/2024	2,029.61		022708		2,325.52

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 7/03/2024 THRU 7/16/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8914	ALL PRO LAWN CARE & SNOW REMOV							
I-1221	LAND BANK MOWING: 7/2/24	E	7/05/2024	1,068.00		022709		1,068.00
0046	ETTINGERS OFFICE SUPPLY							
I-561122-0	MISC OFFICE SUPPLIES	E	7/05/2024	299.99		022710		
I-561365-0	MISC OFFICE SUPPLIES	E	7/05/2024	383.42		022710		
I-561373-0	MISC OFFICE SUPPLIES	E	7/05/2024	33.98		022710		
I-561373-1	MISC OFFICE SUPPLIES	E	7/05/2024	41.73		022710		
I-561505-0	MISC OFFICE SUPPLIES	E	7/05/2024	172.84		022710		931.96
0055	JOHN'S SPORT CENTER, INC.							
I-21256	J LOFTS: JEANS	E	7/05/2024	150.00		022711		150.00
0087	FORMS ONE, LLC							
I-060521	PD: MISC BUSINESS CARDS	E	7/05/2024	570.00		022712		570.00
0133	JIM RADELL CONSTRUCTION COMPAN							
I-1034	405 W 8TH: SEWER LINE FIX	E	7/05/2024	1,306.00		022713		1,306.00
0194	KANSAS STATE TREASURER							
I-202407025891	JUNE 2024 COURT FEES	E	7/05/2024	3,855.00		022714		3,855.00
0199	KIRKLAND WELDING SUPPLIES							
I-673750	FD: LEASE FOR WELDING SUPPLIES	E	7/05/2024	105.00		022715		
I-675136	WATER PLANT: RENTAL WELDING	E	7/05/2024	84.00		022715		
I-676369	MACC: HELIUM RENTAL	E	7/05/2024	38.00		022715		227.00
0272	BO'S 1 STOP INC							
I-607	PIPE & REPAIR COUPLER	E	7/05/2024	782.79		022716		
I-608	REPAIR COUPLER	E	7/05/2024	99.99		022716		882.78
0276	JOE SMITH COMPANY, INC.							
I-362235	PARKS: CONCESSIONS	E	7/05/2024	441.00		022717		
I-365507	PARKS: CONCESSIONS	E	7/05/2024	269.49		022717		
I-366424	PARKS: CONCESSIONS	E	7/05/2024	298.68		022717		
I-368438	PARKS: CONCESSIONS	E	7/05/2024	1,156.01		022717		2,165.18
0292	UNIFIRST CORPORATION							
I-1920071054	BAGGED WIPERS	E	7/05/2024	52.21		022718		52.21
0294	COPY PRODUCTS, INC.							
I-510332	COPIER MAINTENANCE	E	7/05/2024	1,704.05		022719		1,704.05

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0328	KANSAS ONE-CALL SYSTEM, INC							
I-4060441	252 LOCATES @ \$1.20	E	7/05/2024	302.40		022720		302.40
0438	PAUL KEYS							
I-28834	DERAMUS: REPLACE WATER HTR	E	7/05/2024	1,115.00		022721		
I-29162	ANIMAL CTRL: CLEAR DRAIN MENS	E	7/05/2024	75.00		022721		1,190.00
0534	TYLER TECHNOLOGIES INC							
I-025-471108	UTILITY BILLING	E	7/05/2024	17,371.25		022722		
I-025-471562	UTILITY NOTIFICATIONS	E	7/05/2024	39.80		022722		17,411.05
0627	BOETTCHER SUPPLY INC							
I-1255938-1	12 OZ BOTTLE 10 GAL MIX	E	7/05/2024	111.33		022723		111.33
0695	BERBERICH TRAHAN & CO PA							
I-36442	2023 ANNUAL AUDIT	E	7/05/2024	17,000.00		022724		17,000.00
0711	HAYNES EQUIPMENT CO INC							
I-28676H	IMPELLER	E	7/05/2024	853.90		022725		853.90
1033	BOLLINGER GROUP, LLC							
I-33398	NAGEL: NOTARY BOND	E	7/05/2024	100.00		022726		100.00
2186	PRODUCERS COOPERATIVE ASSOCIAT							
I-1046464	4 OAKS: FUEL	E	7/05/2024	1,618.35		022727		
I-1046465	4 OAKS: DIESEL	E	7/05/2024	1,407.14		022727		3,025.49
2767	BRENNTAG SOUTHWEST, INC							
I-BSW555386	2024 LIQUID CHLORINE	E	7/05/2024	3,992.00		022728		3,992.00
2921	DATAPROSE LLC							
I-DP2402921	JUNE 2024 FEES	E	7/05/2024	5,174.37		022729		5,174.37
2960	PACE ANALYTICAL SERVICES LLC							
I-2460208157	2024 LAB FEES	E	7/05/2024	429.70		022730		
I-2460208331	2024 LAB FEES	E	7/05/2024	696.40		022730		
I-2460208334	2024 LAB FEES	E	7/05/2024	703.40		022730		
I-2460208557	2024 LAB FEES	E	7/05/2024	150.00		022730		
I-2460208562	2024 LAB FEES	E	7/05/2024	373.60		022730		2,353.10
2994	COMMERCIAL AQUATIC SERVICE INC							
I-49972-1	2024 AQUATIC CHEMICALS	E	7/05/2024	13,793.44		022731		13,793.44



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3126 I-9145949930	W.W. GRAINGER, INC 27" SPRAYER WAND	E	7/05/2024	67.68		022732		67.68
3261 I-160	PITTSBURG AUTO GLASS PD: WINDOW TINT	E	7/05/2024	125.00		022733		125.00
4618 I-202407025892	TRESA LYNNE MILLER JUNE 2024 PROBATION FEES	E	7/05/2024	648.00		022734		648.00
5014 I-45925	MID-AMERICA SANITATION INC. 303 MEM: TONNAGE DUMPED	E	7/05/2024	574.60		022735		574.60
5420 I-0060988-IN	AQUIONICS INC ARC TUBES	E	7/05/2024	2,208.87		022736		2,208.87
5623 I-202407035894	CRAWFORD COUNTY CLERK 1 QTR 24: SPECIAL PROSECUTOR	E	7/05/2024	31,120.02		022737		31,120.02
5648 I-JULY 2024	JASON WISKE 2024 COURT SERVICE FEE	E	7/05/2024	1,000.00		022738		1,000.00
5931 I-06-27-2024 I-06-27-2024A	VOGEL HEATING & COOLING INC LINCOLN: HVAC WWTP: HVAC	E E	7/05/2024 7/05/2024	7,680.00 6,540.00		022739 022739		14,220.00
6162 I-OC-10842	OZARK CRANE SERVICE INC CRANE SERVICE	E	7/05/2024	2,688.00		022740		2,688.00
6402 I-06/04/2024	BEAN'S TOWING & AUTO BODY PD CONTRACT TOWING	E	7/05/2024	1,296.23		022741		1,296.23
7128 I-LO3629	SWABY MFG REAR WEAR PLATE FOR LOBELINE	E	7/05/2024	2,028.00		022742		2,028.00
7407 I-6443	LIMELIGHT MARKETING LLC JULY 2024 WEBSITE RETAINER	E	7/05/2024	600.00		022743		600.00
8147 I-8736270	CHEM-AQUA, INC. WATER TREATMENT FOR CHILLER	E	7/05/2024	453.06		022744		453.06
8200 I-8648545	PLUNKETT'S PEST CONTROL INC JULY 2024 PEST CONTROL	E	7/05/2024	628.07		022745		628.07

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8206	LINDE INC							
I-43661005	2024 LIQUID CARBON DIOXID	E	7/05/2024	4,695.68		022746		4,695.68
8309	MISSISSIPPI LIME COMPANY							
I-1733074	2024 CALCIUM OXIDE	E	7/05/2024	9,980.96		022747		9,980.96
8326	KAYLYN HITE							
I-JULY 2024	2024 COURT SERVICE FEE	E	7/05/2024	1,000.00		022748		1,000.00
1478	KANSASLAND TIRE #1828							
I-37038	PD: TPMS SENSOR	E	7/12/2024	94.00		022751		94.00
4489	WEIS FIRE & SAFETY EQUIPMENT L							
I-194402	FD: DEMO FOAM	E	7/12/2024	540.00		022752		540.00
7392	ASSURECO RISK MANAGEMENT & REG							
I-13450	JULY 2024 EPA RMP COMPLIANCE	E	7/12/2024	350.00		022753		350.00
7791	C4 HOLDINGS LLC							
I-591337292	RONE: DOG FOOD/FLEA MEDS	E	7/12/2024	367.50		022754		367.50
7994	ASBELL TRUCKING INC							
I-214334	ASPHALT HAULING	E	7/12/2024	1,567.50		022755		1,567.50
8237	BETTIS ASPHALT & CONST INC							
I-9500983	ASPHALT	E	7/12/2024	27,438.81		022756		27,438.81
8400	TK ELEVATOR CORPORATION							
I-3007993993	3RD QTR 2024	E	7/12/2024	4,326.32		022757		4,326.32
8782	ED MILLER AUTO SUPPLY							
C-024412	CORE DEPOSIT X4	E	7/12/2024	140.00CR		022758		
C-024536	CORE DEPOSIT X2	E	7/12/2024	108.00CR		022758		
I-023345	134A 12 OZ CANS X3	E	7/12/2024	29.97		022758		
I-024286	ECONOMY AW46 5 GAL	E	7/12/2024	44.99		022758		
I-024297	4MXTX REEL, HYD HOSE FITTINGS	E	7/12/2024	79.42		022758		
I-024349	BATTERY X2	E	7/12/2024	304.94		022758		
I-024415	4A CHARGER MAINTAINER	E	7/12/2024	43.99		022758		
I-024522	2008 ALTIMA: CABIN AIR	E	7/12/2024	7.99		022758		
I-024639	SPARK PLUG X 4	E	7/12/2024	8.08		022758		
I-024700	WHEEL NUT X3	E	7/12/2024	11.70		022758		
I-024813	IN-LINE FLUID FILTER	E	7/12/2024	5.33		022758		288.41

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8899	B & B METAL FABRICATION							
I-629	MINI GOLF: LIGHT BRKT ASSY	E	7/12/2024	550.00		022759		
I-630	ANIMAL CONTROL: FABRICATE DOOR	E	7/12/2024	4,125.00		022759		4,675.00
8931	WIEMERS, BRETT							
I-202407115922	BASEBALL CAMP INSTRUCTOR	E	7/12/2024	150.00		022760		150.00
0046	ETTINGERS OFFICE SUPPLY							
I-561500-0	MISC OFFICE SUPPLIES	E	7/12/2024	249.71		022761		
I-561596-0	MISC OFFICE SUPPLIES	E	7/12/2024	58.94		022761		308.65
0133	JIM RADELL CONSTRUCTION COMPAN							
I-1142	503 E 27TH: SEWER REPAIR	E	7/12/2024	2,322.00		022762		2,322.00
0135	PITTSBURG AREA CHAMBER OF COMM							
I-30758	3RD QTR CONTRACTS	E	7/12/2024	23,750.00		022763		23,750.00
0272	BO'S 1 STOP INC							
I-610	10" PIPE: 513 E 12TH	E	7/12/2024	205.00		022764		205.00
0335	CUSTOM AWARDS, LLC							
I-24.278	DESK BARS: NEISLER/GRAHAM/COOK	E	7/12/2024	75.00		022765		75.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA							
I-202407095897	MAY 2024 PRISONERS HELD	E	7/12/2024	4,100.00		022766		4,100.00
0409	WISEMAN'S DISCOUNT TIRE INC							
I-383666	AIR LOCK TURF 6 PLY	E	7/12/2024	119.00		022767		119.00
0583	DICKINSON INDUSTRIES INC							
I-224367	MACC: BANNERS-INTO THE WOODS	E	7/12/2024	350.00		022768		350.00
0597	CORNEJO & SONS LLC							
I-695104	STORM WATER: D-50-4 DL	E	7/12/2024	508.98		022769		
I-716803	BALL PARK: ROCK	E	7/12/2024	260.21		022769		769.19
0659	PAYNES INC							
I-41051	REBUILD IDLER PULLEY/BEARINGS	E	7/12/2024	356.72		022770		356.72
0746	CDL ELECTRIC COMPANY INC							
I-W12149A	LIBRARY: REPAIR PKG LOT POLE	E	7/12/2024	9,290.00		022771		
I-W15466	PD: WALL WRAP & SIGNS	E	7/12/2024	5,553.00		022771		
I-W15954	MATT BACON: MINI SPLIT REPAIR	E	7/12/2024	300.00		022771		15,143.00

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0753	COUNTY OF CRAWFORD							
I-2024-0006	PD EVAL: KORBIN KALGREN	E	7/12/2024	150.00		022772		150.00
1792	B&L WATERWORKS SUPPLY, LLC							
I-011253	MISC FORD PARTS	E	7/12/2024	3,508.32		022773		
I-011324	FORD REPAIR CLAMP X2	E	7/12/2024	1,159.32		022773		4,667.64
2005	GALLS PARENT HOLDINGS, LLC							
I-028200136	MCCUBBIN: BOOTS	E	7/12/2024	140.99		022774		140.99
2126	BUILDING CONTROLS & SERVICE IN							
I-2626	MEM AUD: HVAC REPAIR	E	7/12/2024	364.68		022775		364.68
2825	STATE OF KANSAS							
I-202407115914	JULY 2024	E	7/12/2024	457.80		022776		457.80
2960	PACE ANALYTICAL SERVICES LLC							
I-2460208980	2024 LAB FEES	E	7/12/2024	442.20		022777		442.20
5464	TURN-KEY MOBILE INC							
I-INV-70257	PD COMPUTER	E	7/12/2024	104.00		022778		104.00
5519	TOTAL ELECTRONICS CONTRACTING							
I-108923	FD: ALARM SYSTEM MAINTENANCE	E	7/12/2024	292.21		022779		292.21
5706	S THOMPSON LLC							
I-2208	KELLY BALL FIELD: REPAIRS	E	7/12/2024	401.47		022780		401.47
5855	STERICYCLE, INC.							
I-8007503997	PD: SHREDDING	E	7/12/2024	282.21		022781		282.21
6209	MYTOWN MEDIA							
I-6856-00021-0002	ADVERTISING	E	7/12/2024	166.67		022782		166.67
6402	BEAN'S TOWING & AUTO BODY							
I-07/02/2024	PD CONTRACT TOWING	E	7/12/2024	1,927.38		022783		1,927.38
6595	AMAZON.COM, INC							
I-202407115920	VARIOUS ELECTRONICS	E	7/12/2024	25,239.14		022784		
I-202407115923	VARIOUS ELECTRONICS	E	7/12/2024	23,574.58		022784		48,813.72
6936	HAWKINS INC							
I-6795076	HYDROFLUOSILICIC ACID	E	7/12/2024	1,971.21		022785		1,971.21

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7038	SIGNET COFFEE ROASTERS							
I-1974	PD: COFFEE	E	7/12/2024	180.00		022786		180.00
7239	JERRY MILLER							
I-07-17-2024	JULY 2024 AWOS	E	7/12/2024	425.00		022787		425.00
7240	JAY HATFIELD CERTIFIED USED CA							
I-51215	REPLACEMENT COOLING FAN	E	7/12/2024	167.87		022788		167.87
7427	OLSSON INC							
I-498233	AIRPORT APRON	E	7/12/2024	7,245.40		022789		7,245.40
7480	RODGER PETRAIT							
I-202407115918	UMPIRE	E	7/12/2024	100.00		022790		100.00
7655	HW ACQUISITIONS, PA							
I-96135	MISC ANIMAL SERVICES	E	7/12/2024	219.00		022791		219.00
7744	DARREN L SWARTZ							
I-202407105908	FM TOKENS	E	7/12/2024	4.00		022792		4.00
7749	CHARLIE PHILLIPS							
I-202407105906	FM TOKEN REFUND	E	7/12/2024	182.00		022793		182.00
7754	WILLOW TREE WEAVING							
I-202407105909	FM TOKENS	E	7/12/2024	6.00		022794		6.00
7906	ARNETT GLASS							
I-2203	FOUR OAKS: SLIDING WINDOW	E	7/12/2024	4,300.00		022795		4,300.00
7940	JOHN D BOZICH							
I-202407105903	JULY 2024 FARMERS MARKET	E	7/12/2024	6.00		022796		6.00
8046	CONVERGEONE, INC.							
I-INV1009569	PD: PROFESSIONAL SERVICES	E	7/12/2024	2,735.00		022797		
I-INV1009598	PROFESSIONAL SERVICES	E	7/12/2024	112.50		022797		
I-INV1011308	PD/FD: HARDWARE	E	7/12/2024	7,021.38		022797		
I-INV1011422	PROFESSIONAL SERVICES	E	7/12/2024	1,125.00		022797		
I-INV1011443	PD/FD: SOFTWARE	E	7/12/2024	2,434.12		022797		13,428.00
8103	ANDY ROBERTS							
I-202407105907	FM TOKENS	E	7/12/2024	39.00		022798		39.00

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8132	MIKE CARPINO FORD PITTSBURG IN REAR LAMP ASSEMBLY	E	7/12/2024	257.03		022799		257.03
8535	HEALTH PLANS, INC JULY 2024	E	7/12/2024	45,986.38		022800		45,986.38
8554	LACEY O'BRIEN PD: CAR WASHES	E	7/12/2024	1,565.00		022801		1,565.00
8629	DAVID LEON GIEFER FM TOKEN REFUND	E	7/12/2024	36.00		022802		36.00
8649	UPLINK, LLC							
I-10023	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-10348	4 OAKS: REPAIR PANIC BUTTON	E	7/12/2024	45.00		022803		
I-10472	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-13079	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-14545	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-15027	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-1563	4 OAKS: SECURITY SYSTEM REPAIR	E	7/12/2024	199.31		022803		
I-15644	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-16251	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-17357	PD: PUBLIC SAFETY EQUIP #5	E	7/12/2024	17,423.75		022803		
I-17360	PD: RADIO REPAIR #3	E	7/12/2024	113.01		022803		
I-2288	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-4505	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-8043	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-9008	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		
I-9446	4 OAKS: SECURITY MONITORING	E	7/12/2024	21.00		022803		18,033.07
8729	NATHAN HUGHES UMPIRE	E	7/12/2024	100.00		022804		100.00
8732	BRANDON SPEAR UMPIRE	E	7/12/2024	75.00		022805		75.00
8879	DEREK MCNAUGHT UMPIRE	E	7/12/2024	175.00		022806		175.00
8919	CALEB KLAUMAN UMPIRE	E	7/12/2024	100.00		022807		100.00
8418	AIRPORT IFE SERVICES, INC. INDEP FEE EST PREP AIRPORT	R	7/03/2024	2,250.00		195799		2,250.00

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6751 I-202407025893	AMERICAN RED CROSS CPR CLASS	R	7/03/2024	418.00		195800		418.00
1 I-202407015883	BROYLES, NICOLE BROYLES, NICOLE:	R	7/03/2024	140.00		195801		140.00
4263 I-202406285878	COX COMMUNICATIONS KANSAS LLC PD: MONTHLY SERVICE	R	7/03/2024	104.95		195802		104.95
4263 I-202407015884	COX COMMUNICATIONS KANSAS LLC FD #1: MONTHLY SERVICE	R	7/03/2024	57.73		195803		57.73
1 I-2305	CR COUNTY NOXIOUS WEED CR COUNTY NOXIOUS WEED:	R	7/03/2024	180.00		195804		180.00
1 I-202407025889	CRONISTER, ZACH CRONISTER, ZACH:	R	7/03/2024	21.96		195805		21.96
1108 I-202407025888 I-202407035895	EVERGY KANSAS CENTRAL INC SERVICE CHARGE SERVICE CHARGE	R R	7/03/2024 7/03/2024	5.00 5.00		195806 195806		 10.00
6923 I-319435	HUGO'S INDUSTRIAL SUPPLY INC MISC JANITORIAL SUPPLIES	R	7/03/2024	71.30		195807		71.30
7680 I-327361	IMA, INC. JULY, AUG, SEPT 2024	R	7/03/2024	9,375.00		195808		9,375.00
1 I-202407015885	MCLAUGHLIN, LUKE MCLAUGHLIN, LUKE:	R	7/03/2024	100.00		195809		100.00
2554 I-202407015886	HENRY C MENGHINI MILEAGE REIMBURSEMENT	R	7/03/2024	151.31		195810		151.31
8505 I-10943	PITTSBURG PUBLISHING COMPANY, LEGALS: TREE REMOVAL PROJECT	R	7/03/2024	114.68		195811		114.68
1 I-202407035896	OFFICE OF ACCOUNTS & REPORTS OFFICE OF ACCOUNTS & REPORTS:	R	7/03/2024	75.00		195812		75.00
4059 I-71371 I-71372 I-71736	PSU - PRINTING & DESIGN SERVI NAC TABLECLOTH CITY OF PITT TABLECLOTH POSTCARDS DOWNTOWN STRAT	R R R	7/03/2024 7/03/2024 7/03/2024	416.10 241.13 50.90		195813 195813 195813		  708.13

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0175	REGISTER OF DEEDS							
I-202407015887	AFDVT FILING FEE:1205 N SMELTER	R	7/03/2024	21.00		195814		21.00
8830	SHANHOLTZER TRANSPORTATION LLC							
I-202406285879	ASPHALT	R	7/03/2024	2,420.00		195815		2,420.00
8201	ROGER CLEVELAND GOLF COMPANY I							
I-7998878 SO	RANGE BALLS	R	7/03/2024	3,250.00		195816		
I-8005696 SO	MISC BALLS	R	7/03/2024	955.16		195816		4,205.16
1	THRYV							
I-202406285880	THRYV:	R	7/03/2024	108.05		195817		108.05
5589	CELLCO PARTNERSHIP							
I-9967308248	CITY I-PADS: MONTHLY	R	7/03/2024	97.38		195818		97.38
8891	ACME ELECTRIC MOTOR, INC.							
I-12878065A	HANDLING FOR SCISSOR LIFT	R	7/11/2024	1,400.00		195819		1,400.00
0516	AMERICAN CONCRETE CO INC							
I-90548582	7TH & FAIRVIEW: CONCRETE	R	7/11/2024	835.00		195820		
I-90549649	312 W WASHINGTON: CONCRETE	R	7/11/2024	737.50		195820		1,572.50
8475	AMERICAN LAWN & LANDSCAPE, INC							
I-15340	PD: LANDSCAPING	R	7/11/2024	200.00		195821		200.00
8658	AMINO BROTHERS CO., INC							
I-PAY EST # 7	APRON CONSTRUCTION	R	7/11/2024	123,037.91		195822		123,037.91
5966	BERRY COMPANIES, INC.							
I-73016129	74" HD BUCKET	R	7/11/2024	2,362.35		195823		
I-73016180	CABLES, WASHER, COIL	R	7/11/2024	1,477.00		195823		3,839.35
8278	GERSON BOCANEGRA							
I-07-03-24	1 HR INTERPRETER SERVICE	R	7/11/2024	25.00		195824		25.00
8305	DENNIS D. BROOKS							
I-2435	ASPHALT HAULED	R	7/11/2024	1,210.00		195825		1,210.00
1	BURNHAM, TIM							
I-202407115926	BURNHAM, TIM:	R	7/11/2024	10.00		195826		10.00
8755	CAROL GOOD							
I-202407105905	FM TOKENS	R	7/11/2024	76.00		195827		76.00



VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 7/03/2024 THRU 7/16/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC							
I-202407105910	MONTHLY SERVICE: JULY 2024	R	7/11/2024	702.83		195828		702.83
4263	COX COMMUNICATIONS KANSAS LLC							
I-202407105911	MONTHLY SERVICE: JULY 2024	R	7/11/2024	397.66		195829		397.66
7517	CRAW-KAN TELEPHONE COOPERATIVE							
I-202407095898	JULY 2024: MONTHLY SERVICE	R	7/11/2024	1,851.95		195830		
I-202407105901	JEFF BAIR: JUNE 2024	R	7/11/2024	91.23		195830		1,943.18
0375	WICHITA WATER CONDITIONING							
I-715914	HOUSING: WATER	R	7/11/2024	9.00		195832		9.00
8930	CURRY, ZACHARY							
I-202407115921	BASEBALL CAMP INSTRUCTOR	R	7/11/2024	150.00		195833		150.00
8791	ENTERPRISE FM TRUST							
I-FBN5077170	FLEET PAYMENTS	R	7/11/2024	8,725.50		195834		
I-FBN5081121	FLEET PAYMENTS	R	7/11/2024	51,120.93		195834		
I-FBN5083164	FLEET PAYMENTS	R	7/11/2024	1,161.68		195834		
I-FBN5083227	FLEET PAYMENTS	R	7/11/2024	10,554.41		195834		71,562.52
8430	EQUIPMENTSHARE.COM, INC							
I-3968536-000	GLASS, MISC FILTERS	R	7/11/2024	510.85		195840		
I-3995800-000	CASE: KIT & LATCH	R	7/11/2024	115.77		195840		
I-4018736-000	CASE: FILTER CAB X 6	R	7/11/2024	644.40		195840		1,271.02
1108	EVERGY KANSAS CENTRAL INC							
I-202407105902	STREET LIGHTS/STREETS	R	7/11/2024	25,451.23		195841		25,451.23
1	HILLDALE BAPTIST CHURCH							
I-202407095899	HILLDALE BAPTIST CHURCH:	R	7/11/2024	425.00		195842		425.00
8928	LARRY MORRIS							
I-1559	ASPHALT	R	7/11/2024	1,705.00		195843		1,705.00
1	LEWIS, JOSH							
I-202407115928	LEWIS, JOSH:	R	7/11/2024	6.00		195844		6.00
7190	LEXISNEXIS RISK DATA MANAGEMEN							
I-1578646-20240630	JUNE 2024 2 USERS	R	7/11/2024	381.92		195845		381.92
7697	MARTIN MEDINA							
I-007157	MAY 2024 RADIO TOWER MOWING	R	7/11/2024	420.00		195846		
I-007160	MAY 2024 ANIMAL SHELTER MOWING	R	7/11/2024	500.00		195846		920.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 7/03/2024 THRU 7/16/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8505	PITTSBURG PUBLISHING COMPANY,							
I-10945	LEGALS: ORD # G-1359 SUMMARY	R	7/11/2024	41.70		195847		
I-10946	LEGALS: ORD # G-1360 SUMMARY	R	7/11/2024	41.70		195847		
I-10947	LEGALS: ORD # G-1361 SUMMARY	R	7/11/2024	48.65		195847		
I-10948	LEGALS: REQ EQUIP LEASING	R	7/11/2024	97.30		195847		
I-11015	2ND QTR 2024 FINANCIALS	R	7/11/2024	156.38		195847		385.73
8507	PITTSBURG PUBLISHING COMPANY,							
I-11053	SKYSCRAPER DIGITAL AD	R	7/11/2024	275.00		195848		275.00
6942	MULBERRY LIMESTONE QUARRY							
I-30335	PITTSBURG RIP RAP	R	7/11/2024	697.32		195849		697.32
1	MURPHY, JEFF							
I-202407115927	MURPHY, JEFF:	R	7/11/2024	16.00		195850		16.00
0187	PITTSBURG ROTARY CLUB							
I-202407105913	ROTARY DUES 2024	R	7/11/2024	1,150.00		195851		1,150.00
6372	SATTERLEE MECHANICAL CONTRACTI							
I-44795	FD1: HVAC REPAIR	R	7/11/2024	770.00		195852		770.00
0188	SECRETARY OF STATE							
I-202407105912	LAUREN: NOTARY APPLICATION	R	7/11/2024	25.00		195853		25.00
8830	SHANHOLTZER TRANSPORTATION LLC							
I-202407095900	ASPHALT	R	7/11/2024	880.00		195854		880.00
1	SHETLER, LEVI							
I-202407115924	SHETLER, LEVI:	R	7/11/2024	5.00		195855		5.00
1	SMITH, TONYA							
I-202407115929	SMITH, TONYA:	R	7/11/2024	6.00		195856		6.00
6377	SOUTHEAST KANSAS RECYCLING CEN							
I-06302024G	LIBRARY: JUNE 2024 PICKUP	R	7/11/2024	50.00		195857		50.00
6377	SOUTHEAST KANSAS RECYCLING CEN							
I-06302024W	LARGE ITEM DROPOFF	R	7/11/2024	1,280.00		195858		1,280.00
8657	VERIZON CONNECT FLEET USA LLC							
I-302000059816	JULY 2024 MONTHLY CHARGES	R	7/11/2024	261.75		195859		261.75

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 7/03/2024 THRU 7/16/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	WHITLEY, STEFENIE							
I-202407115925	WHITLEY, STEFENIE:	R	7/11/2024	6.00		195860		6.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	56	262,733.57	0.00	262,733.57	
HAND CHECKS:	0	0.00	0.00	0.00	
DRAFTS:	8	127,366.14	0.00	127,366.14	
EFT:	102	397,445.27	0.00	397,445.27	
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: 166	787,544.98	0.00	787,544.98
BANK: 80144	TOTALS:	166	787,544.98	0.00	787,544.98

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: FYI FOSTER YOUTH INDEPENDENCE  
 DATE RANGE: 7/03/2024 THRU 7/16/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8005	REMINGTON SQUARE APARTMENTS OF HOUSING ASSISTANCE PAYMENT	E	7/05/2024	335.00		022749		335.00

* * 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:		1	335.00	0.00	335.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: FYI	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	335.00	0.00	335.00
BANK: FYI	TOTALS:		1	335.00	0.00	335.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: TBRA BMO HARRIS BANK-TBRA  
DATE RANGE: 7/03/2024 THRU 7/16/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8812	DYNAMIC ASSETS RE							
I-101018T	HOUSING ASSISTANCE PAYMENT	E	7/05/2024	800.00		022750		800.00

* * 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:		1	800.00	0.00	800.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: TBRA	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	800.00	0.00	800.00
BANK: TBRA	TOTALS:		1	800.00	0.00	800.00
REPORT TOTALS:			168	788,679.98	0.00	788,679.98

SELECTION CRITERIA

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 VENDOR SET: 99-  
 VENDOR: ALL  
 BANK CODES: All  
 FUNDS: All  
 -----

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999  
 DATE RANGE: 7/03/2024 THRU 7/16/2024  
 CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
 INCLUDE ALL VOIDS: YES  
 -----

PRINT OPTIONS

SEQUENCE: CHECK NUMBER  
  
 PRINT TRANSACTIONS: YES  
 PRINT G/L: NO  
 UNPOSTED ONLY: NO  
 EXCLUDE UNPOSTED: NO  
 MANUAL ONLY: NO  
 STUB COMMENTS: NO  
 REPORT FOOTER: NO  
 CHECK STATUS: NO  
 PRINT STATUS: \* - All  
 -----

Passed and Approved this 23rd day of July, 2024.

\_\_\_\_\_  
 \_\_\_\_\_  
Stu Hite, Mayor

Attest:

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



## Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Blake Benson, Economic Development Director

**DATE:** July 17, 2024

**SUBJECT:** July 23, 2024 Agenda Item  
Blue Spoon Properties, LLC request

---

Christina Oberle and Brenda Davis, owners of The Blue Spoon Properties, LLC, have proposed a significant renovation and expansion of the property at 415 E. 4<sup>th</sup> St. This property was the former home of Spicer-Adams Welding, Inc.

Plans call for an extensive renovation of the existing building, which will allow it to reopen as an upscale bar (speakeasy style), along with the development of a permanent food truck park on the remainder of the property. The area will include space for six food trucks, seating, a stage and projector/screen. The current timeline would call for the project to be complete in spring 2025.

The project represents an \$800,000 investment by The Blue Spoon Properties, LLC, and the company recently requested an incentive package to help offset some of the associated costs. In presenting their request to the Economic Development Advisory Committee (EDAC) on July 17, 2024, Oberle and Davis noted the impact that similar projects have had on tourism in other areas. The EDAC unanimously recommended allocating 10% of the total project value upon completion of the project, with the City's investment not to exceed \$80,000. The EDAC recommendation also includes an additional \$10,000 that would be utilized as part of a cost-share effort with the developers to add parking along Grand Street.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 23, 2024. Action being requested is approval or denial of the EDAC recommendation to allocate up to \$80,000 to support the Blue Spoon Properties, LLC project, along with an additional \$10,000 to be utilized as part of a cost-share effort to add parking along Grand Street.

# New Application for RLF Submitted

City of Pittsburg <website.internal@pittks.org>

Tue 7/9/2024 1:44 PM

To:Blake Benson <bbenson@pittsburgareachamber.com>;bbenson710@yahoo.com <bbenson710@yahoo.com>

## General Information

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### 1. Name of Applicant Firm

The Blue Spoon Properties LLC

### 2. Date of Request

07/17/2024

## Contact Information

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### 3. Firm Address

618 N Broadway  
Pittsburg, Kansas 66762  
United States  
[Map It](#)

### Firm Phone Number

(620) 875-3820

### Email Address

[thebluespoonllc@gmail.com](mailto:thebluespoonllc@gmail.com)

### 4. Names, addresses and email addresses of the principal officers, directors and members of the applicant

Brenda Davis [brendadavis4678@gmail.com](mailto:brendadavis4678@gmail.com)  
Christina Oberle [oberle13@yahoo.com](mailto:oberle13@yahoo.com)

809 Elmwood LN Pittsburg, KS 66762

### 5. Name, address, phone number and email address for applicant's attorney

The Fleming Law Firm  
301 N Broadway St Pittsburg KS 66762

620-230-0832

## Project Details

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### 6. Estimated total project value (provide detailed breakdown of expected costs)

Building Purchase 300,000  
Electric 30,000  
Gas 5,000  
Plumbing 25,000  
Fence 20,000  
HVAC 30,000  
Concrete 100,000  
Lighting 15,000  
Furniture 30,000  
Contractor 50,000  
Sprinklers 40,000  
Signage 5,000  
Actual Bar and Bar Equipment 40,000  
Catering Kitchen Equipment 30,000  
Bank Fees 20,000  
Alcohol Inventory 15,000



Food Inventory 10,000  
Working Capital 35,000

Total \$800,000

**7. Amount being requested (should not exceed 10% of the total project cost)**

\$80,000

**8. Address of proposed project**

415 E 4th St  
Pittsburg, KS 66762  
[Map It](#)

**9. Estimated project completion date**

03/01/2025

**10. Estimated job creation and expected average wage of jobs created**

1 Manager \$50,000

per shift total 2 shifts

2 Bartenders \$16/hour

2 Bar Back \$10/hour

4 Waitress \$3/hour plus tips

**11. Other sources of funding (secured vs. pending)**

Self Funding \$30,000 secured

Arvest Bank \$555,000 secured

Grow KS \$135,000 pending

EDAC \$80,000 pending

**12. Summary of project, including construction to occur, future use of property, unusual demands for water/wastewater service and police/fire protection, etc.**

The old Spicer-Adams Welding Building will become an upscale bar (speakeasy style).

The lot it sits on will become a permanent food truck park including a stage and projector screen for events we plan to offer. Our plan is to host up to 6 food trucks one of which being THE BLUE SPOON. We have interest already from 2 other food trucks. The goal is the trucks will always be there, never leaving. We plan to provide water, electricity and grey water systems for the trucks. We plan to build outdoor restrooms. For the lot itself we will have tables, pergolas, picnic tables, sofas, firepits, etc. It will be a place for all to enjoy.

**13. Name, address, and phone numbers of general contractor, subcontractors, and architect/engineer.**

We are currently working with JT Construction on this project and hope to do our business with them.

**14. Describe the organizational structure of applicant (proprietorship, partnership, limited liability company, corporation, etc.). Note relationship to a parent company.**

The Blue Spoon Properties LLC will own the property and rent to the bar and food truck owners.

The Blue Spoon Properties is a Limited Liability Company.

The Blue Spoon LLC will provide the food for the bar itself.

The Blue Spoon is a Limited Liability Company.

# The Blue Spoon Properties, LLC meets Spicer-Adams Welding

2024 Project



## About Our Company

The Blue Spoon Properties, LLC was created to purchase and revitalize older buildings showing wear or those that have been neglected over the years. Our first project was the renovation of 618 N Broadway. This became the catering kitchen and grab-n-go storefront for The Blue Spoon, LLC.

# BEFORE & AFTER

618 N Broadway



# The Store & Commercial Kitchen

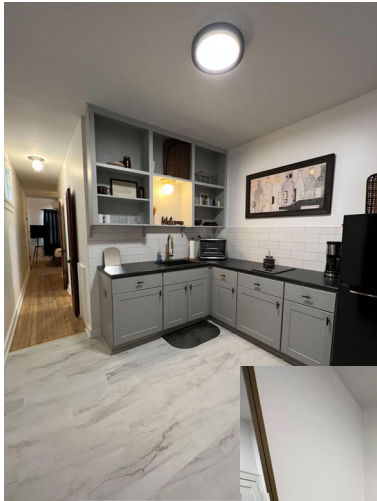
The Blue Spoon Kitchen





# More images of 618 N Broadway

We renovated the apartments upstairs. Keeping to the early 1900's, we kept all the original doors and hardware along with the bathtubs and the bathroom floor tile. We were able to save all the original hardwood floors except one small spot in one of the apartment kitchens.



APT C



APT D



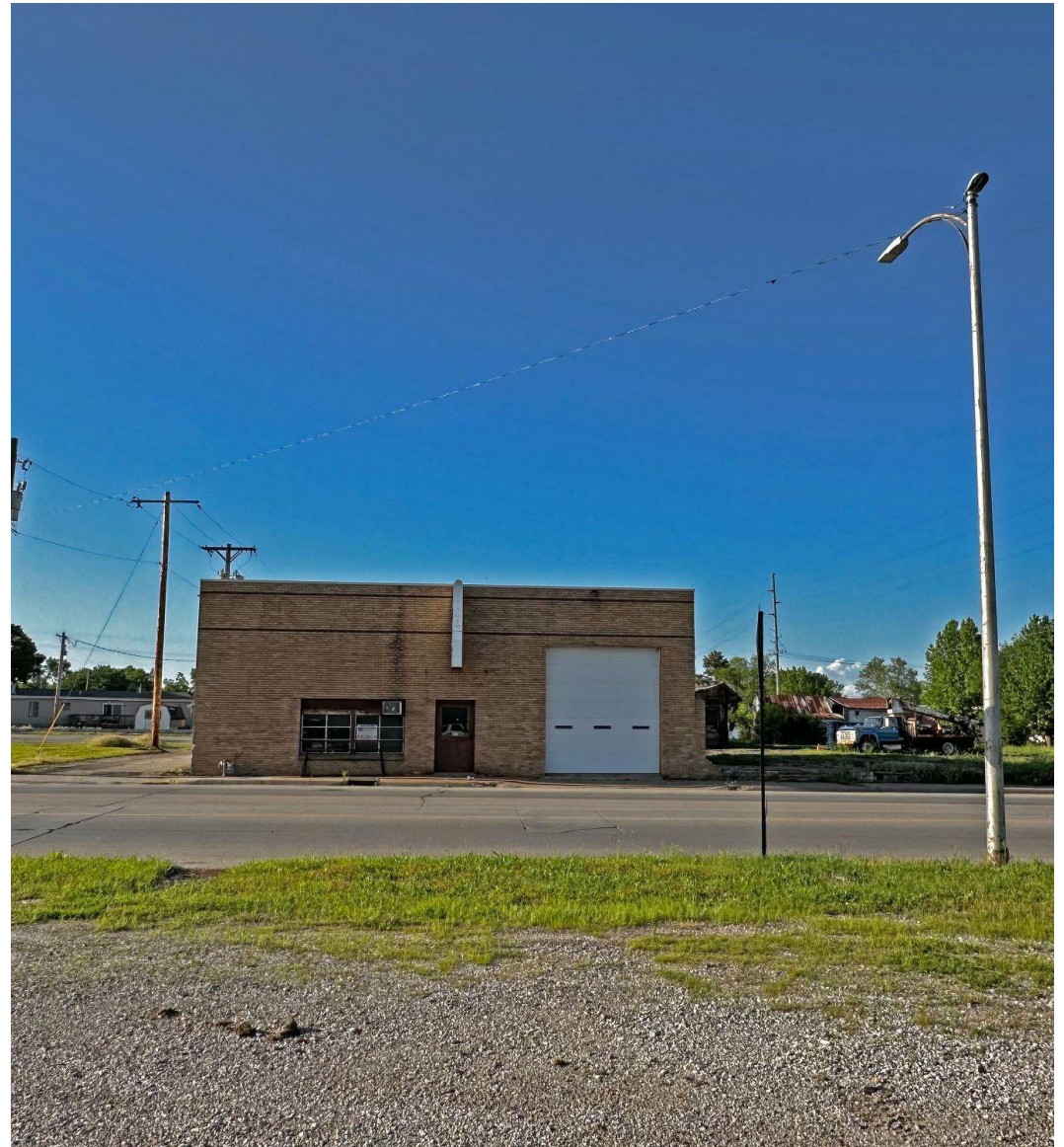
APT B

# The Spicer-Adams Project



# The Building in Current State

Spicer- Adams Welding  
415 E 4th Street - Pittsburg







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**More images inside at current state**







# THE GOAL

A Gathering Place for friends and families!





# THE CONCEPT









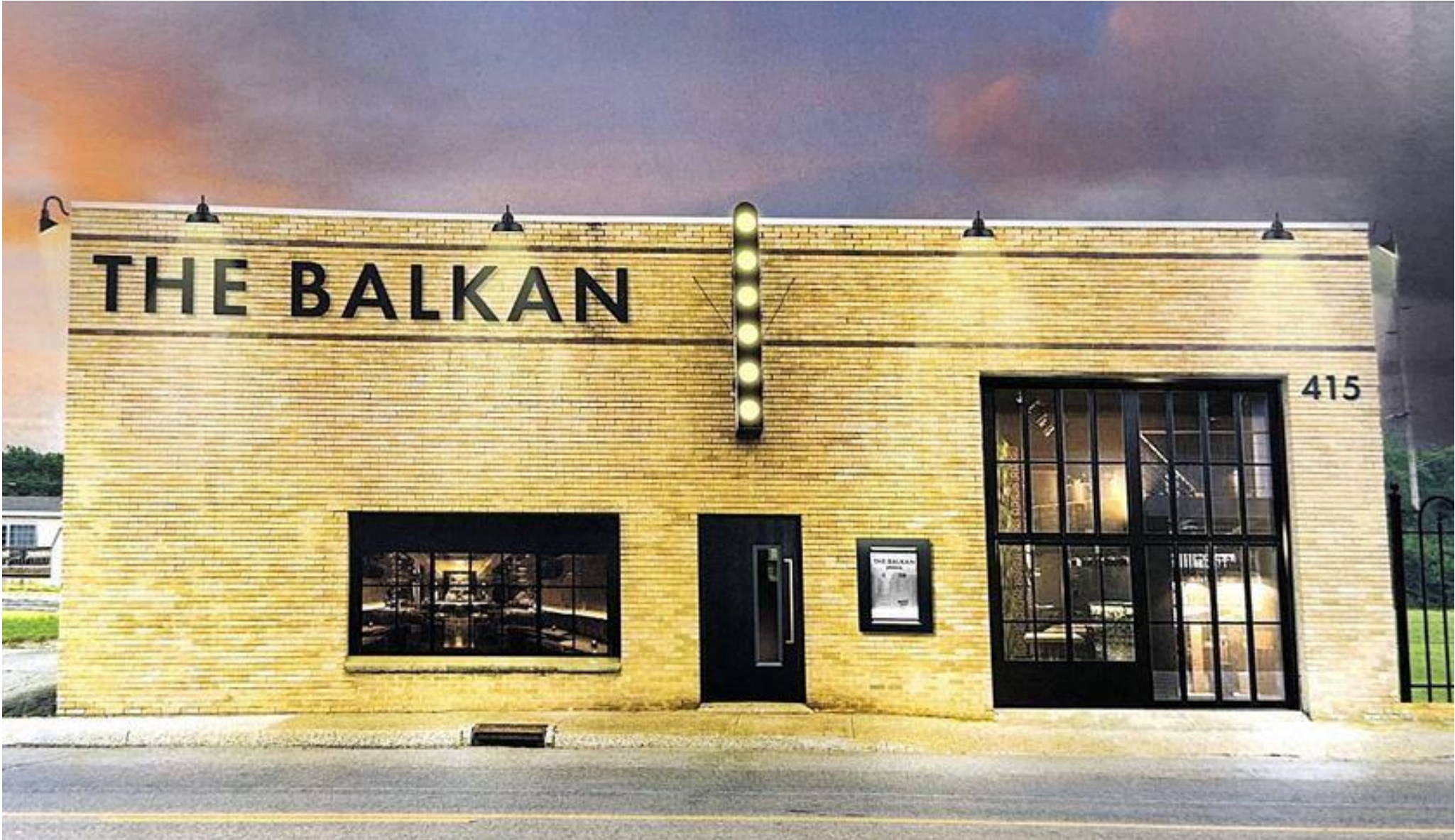












# NAME



Payne's Grey  
HEX#454546  
RGB:69,69,70

Payne's Grey represents the color of coal, blacksmiths, and mining, all in which became central to the expansion of railroads to the West, just before the Civil War.

The earliest coal mining in southeast Kansas dates to about 1850. Pittsburg in the early 20th Century was a major source for Lead and Zinc smelting, having over 20 lead and zinc smelters.

Lemon  
HEX#FDEE10  
RGB:253,238,16

The yellow used in The Balkan and Canary Lounge represents the canary bird, which was a crucial role in detecting toxic gases and managing hazards in the mine.

Throughout much of the 20th century, chirping canaries were staples of the coal mining due to the miners need of a method of detecting gas leaks before it killed them.

French Grey  
HEX#B5C0C9F  
RGB:181,192,201

The color French Grey represents metal, specifically steel, stainless steel, and aluminum alloys. Steel is the most common metal for welding.

This color is a direct nod to the original welding business, Spicer-Adams Welding Inc., which was established in 1987.





DEPARTMENT OF PUBLIC WORKS & UTILITIES

1506 North Walnut · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Works & Utilities

**DATE:** July 16, 2024

**SUBJECT:** Agenda Item – July 23<sup>rd</sup>, 2024  
Resolution No. 1281 and Municipal Water Conservation Plan

---

City staff is requesting the Governing body approve Resolution No.1281 and adopt the updated Municipal Water Conservation Plan as an official resource document and plan for the city.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 23<sup>rd</sup>, 2024? Action being requested is to approve or disapprove staff's request and, if approved, authorize the Mayor and City Clerk to sign the Resolution on behalf of the city.

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

Attachment: Resolution No. 1281  
City of Pittsburg Municipal Water Conservation Plan

**RESOLUTION NO. 1281**

**A RESOLUTION ADOPTING THE UPDAPTED MUNICIPAL WATER CONSERVATION PLAN FOR THE CITY OF PITTSBURG, KANSAS.**

**WHEREAS** the primary objective of the Water Conservation Plan for the City of Pittsburg is to develop long-term water conservation plans and short-term water emergency plans to assure the City’s customers of an adequate water supply to meet their needs.

**WHEREAS**, the original plan was adopted December 23, 2003, and updated May 26<sup>th</sup>, 2015.

**WHEREAS**, the State of Kansas Department of Health and Environment (KDHE) has requested each municipality in Kansas to have a water conservation plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS**, that the Mayor and the City Commissioners of Pittsburg, Kansas, hereby agree to officially adopt the updated City Of Pittsburg Municipal Water Conservation Plan as an official resource document and plan for the City

Passed and approved by the Governing Body of the City of Pittsburg, Kansas, this 23rd day of July 2024.

---

**Stu Hite, Mayor**

---

**Tammy Nagel, City Clerk**

**CITY OF PITTSBURG**

**MUNICIPAL WATER**

**CONSERVATION PLAN**



Original Plan: 12/23/2003  
Updated Plan: 07/23/2024



# MUNICIPAL WATER CONSERVATION PLAN FOR THE CITY OF PITTSBURG

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WATER USE CONSERVATION GOALS .....	2
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## **INTRODUCTION**

The City of Pittsburg has undertaken a number of steps to ensure a dependable water supply for our customers during the past 30 years. The original water supply for our City was obtained from wells in the Roubidoux Formation. Construction of a lime softening water treatment plant was completed in 1975. Three new wells were drilled in 1974. These wells also take their water from the Roubidoux Formation. The original old wells were abandoned. An additional fourth well was established in 1981, to provide an additional source of water supply. All four wells will produce an average of 2,000 gpm each.

In 1989, the City of Pittsburg upgraded the water treatment plant to a treatment capacity of 5.2 MGD. The facility removes hydrogen sulfide with counter current aeration towers and chlorine as an oxidant. The plant makes use of the lime softening to produce a high quality water. The City of Pittsburg completed an upgrade of the entire facility in 2015 including full automation and reconstruction of all components. Rated capacity of the facility can be upgraded via re-rating of the facility through the filter components.

The City's treated water storage facilities consist of two 750,000 gallon elevated tanks, one 250,000 gallon elevated tank, one 1,500,000 gallon under ground storage tank, and a 500,000 gallon clear well for a total storage capacity of 3,750,000 gallons.

Our City water supply, water treatment plant and distribution system have ample capacity to meet current customers demands and future projected demands for many years. The City of Pittsburg believes that our Municipal Water Conservation Plan represents an additional major step in ensuring our customers of a dependable water supply in future years.



# MUNICIPAL WATER CONSERVATION PLAN

The primary objectives of the Water Conservation Plan for the City of Pittsburg are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought/Emergency Contingency Section) to assure the City customers of an adequate water supply to meet their needs.

## LONG-TERM WATER USE EFFICIENCY

### WATER USE CONSERVATION GOALS

The City of Pittsburg used 96 gallons per person per day (GPCD) in 2017. This GPCD figure included:

- a) water sold to residential/commercial customers;
- b) water distributed for free public services (parks, cemeteries, swimming pools etc.); and
- c) water lost by leaks in the water distribution system.

However, the GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year. According to Figure 1, shown in the 2017 Kansas Municipal Water Use Publication, our City is located in Region 8L. From this publication it was determined that our City GPCD water use was 96, which was 7 percent below the regional average of 103 GPCD among cities in Region 8L during 2017. The City desires to set a water use conservation goal for usage not to exceed 99 GPCD based on the regional average of the last five years (2013 thru 2017). Our City anticipates not exceeding this goal by carrying out the specific actions that are outlined in our plan.

### WATER CONSERVATION PRACTICES

This subsection of the plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

#### Education

The City water bills show the total number of cubic feet of water used during the billing period and the amount of the bill. Water bills will also show gallons of water used. Water conservation tips are not normally provided with the water bills. The City has not provided information on water conservation to the local news media on a regular basis and has not encouraged the Board of Education and teachers to become involved in water conservation presentations in schools.

The City has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.



Education Conservation Practices to be Taken	Target Date
1. Make available information on water conserving landscape practices through publications, local news media, seminars or other appropriate means.	Implemented
2. At least one water conservation article will be prepared and provided to all customers along with their Consumer Confidence Report each year.	Implemented
3. Water bills will show the amount of water used in gallons and the cost of the water.	Implemented

**Management**

The City of Pittsburg has water meters on all water supplies and water pumped to the distribution system. Any new supply will have an individual meter on each source of supply. These meters are read on a monthly basis. The meters are checked for accuracy whenever the Utility Department believes the meters are not operating correctly.

All residential/commercial customers have water meters installed. Customer meters are scheduled for an accuracy check and possible repair or replacement at least once every 10 years.

The City of Pittsburg reads each customers water meter monthly and mails a monthly water bill to each customer.

Water leaks from the City’s public water distribution system are repaired when customers report leaks from the water mains, or when located by City personnel. Water pressure is checked especially when customers complain that their water pressure is too low.

The water rate structure for the City was passed on November 28th, 2023. The sewer rate is \$22.48 for all residential customers for the first 200 cubic feet, then \$3.23 per 100 cubic feet.

<b>Within the City of Pittsburg, Kansas</b>	
1. All water consumed not in excess of 200 cubic feet per month, minimum charge	\$12.89
2. The next 300 cubic feet per month, per 100 cubic feet	\$5.36
3. The next 1,500 cubic feet per month, per 100 cubic feet	\$5.04
4. The next 8,000 cubic feet per month, per 100 cubic feet	\$4.78
5. The next 8,000 cubic feet per month, per 100 cubic feet	\$4.45
6. The next 8,000 cubic feet per month, per 100 cubic feet	\$4.24
7. The next 74,000 cubic feet per month, per 100 cubic feet	\$3.93
8. All in excess of 100,000 cubic feet per month, per 100 cubic feet	\$3.55

The City of Pittsburg realizes that much greater emphasis must be placed on obtaining accurate measurement of water use at our raw water intake and at customer meters and that a water use records system must be developed that can be used to more effectively and efficiently manage the City public water distribution system. Hence, the City of Pittsburg has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.



Management Conservation Practices to be Taken	Target Date
1. All raw water intakes will have meters installed and the meters will be repaired or replaced within two weeks when malfunctions occur.	Implemented
2. Meters at raw water intakes will be tested for accuracy at least once every year. Each meter will be repaired or replaced if its test measurements are not within 1.5 percent of the actual volume of water passing through the meter.	Implemented
3. Meters will be installed at all residential service connections and at all other service connections, including separate meters for municipally operated irrigation systems which irrigate more than one acre of turf.	Implemented
4. Meters at each individual service connection will be replaced or tested for accuracy on a regular basis, at least once every 10 years, if they are two inch or less. Meters over two inches will be tested for accuracy at least once every three years. Each meter will be repaired or replaced if its test measurements are not within 1.5 percent of the actual volume of water passing through the meter.	Implemented
5. All raw water intakes will be read at least on a monthly basis and meters at individual service connections will be read at least once every two months.	Implemented
6. The water utility will implement a water management review, which will result in a specified change in water management practices or implementation of a leak detection and repair program or plan, whenever the amount of unsold water (amount of water provided free for public service, used for treatment purposes, water loss, etc.) exceeds 20 percent of the total raw water intake for a two month time period.	Implemented
7. Water sales will be based on the amount of water used.	Implemented
8. Develop and implement an irrigation management program for irrigated grounds.	Implemented
9. Implement an asset management system to assist with the maintenance and upgrading of the distribution system and plant maintenance.	Implemented

## **Regulation**

The City of Pittsburg does not have any water conservation regulations in effect at the present time. Because of our ability to supply water during normal periods, regulatory controls on water use are included only in the Drought/Emergency Contingency section of this plan and water emergency ordinance where they constitute the primary means for concerning water during a supply emergency.

The City of Pittsburg does have a plumbing code, but has not felt the need to incorporate mandatory use of water conservation units in the plumbing code. The enforcement of any regulations to require use of any water conservation plumbing measures would be very difficult. Most new homes and/or remodeling projects do include the use of water conservation toilets and faucets.

## **DROUGHT/EMERGENCY CONTINGENCY**

The City of Pittsburg addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized by ordinance to implement the appropriate conservation measures.

### **STAGE 1: WATER WATCH**

#### **Triggers**

This stage may be triggered by any one of the following conditions:

1. The City storage has fallen below 85 percent capacity and will not recover within a normal amount of time.
2. Groundwater levels have fallen five feet below the normal seasonal level.
3. Demand for one day is in excess of 6.0 million gallons per day (mgd).

#### **Goals**

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

#### **Education Actions**

1. The City will make occasional news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming season.

#### **Management Actions**

1. The City wells will be refurbished on a regular basis and the well casing replaced with stainless steel to maintain them at their most efficient condition.
2. Leaks will be repaired within 12 hours of detection.
3. The City will monitor its use of water and may curtail activities such as hydrant flushing and street cleaning.

#### **Regulation Actions**

The public will be asked to curtail some outdoor water use.



## **STAGE 2: WATER WARNING**

### **Triggers**

This stage may be triggered by any one of the following conditions:

1. The City storage has fallen below 70 percent capacity and has not recovered and will not recover within a normal amount of time.
2. Groundwater levels have fallen ten feet below the normal seasonal level.
3. Pumping lowers water levels to within ten feet of the top of the well screens.
4. Treatment plant operations are at 80 percent capacity or more for three consecutive days.
5. Demand for one day is in excess of 7.0 million gallons per day (mgd).

### **Goals**

The goals of this stage are to reduce peak demands by 20% and to reduce overall weekly consumption by 10%.

### **Education Actions**

1. The City will make weekly news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming week.
2. Water conservation articles will be provided to the local newspaper.

### **Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 12 hours of detection.
3. Pumpage at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
4. The City will curtail its water usage, including operation of fountains, watering of City grounds and washing of vehicles.

### **Regulation Actions**

1. An odd/even lawn watering system may be imposed on City residents. Residents with odd-numbered addresses will water on odd days; even addresses will water on even days.
2. Outdoor water use, including lawn watering and car washing will be restricted to before 10:00 am and after 9:00 pm.
3. Golf courses will restrict watering to tees and greens after sunset.
4. Refilling of swimming pools will be allowed one day a week after sunset.
5. Excess water use charges for usage of water over the amount used in the winter will be considered.

## **STAGE 3: WATER EMERGENCY**

### **Triggers**

This stage may be triggered by any one of the following conditions:

1. The City storage has fallen below 50 percent capacity.
2. Groundwater levels have fallen fifteen feet below the normal seasonal level.
3. Pumping lowers water levels to within five feet of the top of the well screens.
4. Treatment plant operations are at 90 percent capacity or more for three consecutive days.
3. Demand for one day is in excess of 7.5 million gallons per day (mgd).

### **Goals**

The goals of this stage are to reduce peak demands by 40% and to reduce overall weekly consumption by 25%.

### **Education Actions**

1. The City will make daily news releases to the local media describing present conditions and indicating the water supply outlook for the next day.
- 2.. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions, which need to be taken.

### **Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 12 hours of detection.
3. Pumpage at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
4. The City will seek additional emergency supplies from other users, the state or the federal government.

### **Regulation Actions**

1. Outdoor water use will be banned.
2. Waste of water will be prohibited.

## **PLAN REVISION, MONITORING & EVALUATION**

The City of Pittsburg has established a monthly management practice of reviewing monthly totals for water production, residential/commercial sales, water provided free-of-charge, and “unaccounted for water”. Problems noted during the monthly review will be solved as soon as possible.

The City of Pittsburg Municipal Water Conservation Plan will be reviewed during the month of April each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, then the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the Division of Water Resources which will also include any additional water conservation practices that may need to be taken in order for the city to achieve and maintain its water use conservation GPCD goals.





DEPARTMENT OF PUBLIC WORKS & UTILITIES  
1506 North Walnut · Pittsburg KS 66762

(620) 240-5126  
www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Works & Utilities

**DATE:** July 16<sup>th</sup> 2024

**SUBJECT:** Agenda Item – July 23<sup>rd</sup>, 2024  
Ordinance G-1362- Water Conservation

---

City Staff is requesting that Chapter 82 Article VII of the Pittsburg City Code be amended to reflect the updates to the Water Conservation Ordinance.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 24<sup>th</sup> 2023? Action necessary will be approval or disapproval of Ordinance G-1362 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.

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

Attachment: Ordinance No. G-1362

(Published in The Morning Sun July \_\_\_\_\_, 2024)

**ORDINANCE NO. G-1362**

AN ORDINANCE amending Article VII in Chapter 82, Divisions 1 and 2, Sections 82-600, 82-601 and 82-650 through 82-657 and deleting section 82-658 of the Pittsburg City Code to authorize the declaration of three (3) progressive stages of a water supply conservation and/or water supply shortage which shall conserve or curtail the use of water within the City of Pittsburg; establishing three (3) stages of water conservation measures for the City; establishing procedures and voluntary and mandatory conservation measures; authorizing the issuance of administrative regulations; and prescribing certain penalties.

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

Section 1. Section 82-600 of the Pittsburg City Code is hereby amended to read as follows:

**DIVISION 1. GENERALLY**

Purpose. The purpose of this ordinance is to provide for a progressive water supply conservation program, including the declaration of a water supply watch, warning or emergency and the implementation of voluntary and mandatory water conservation measures throughout the city in the event such a watch, warning or emergency is declared by the governing body of the City.

Section 2. Section 82-601 of the Pittsburg City Code is hereby amended to read as follows:

Definitions.

- (a) "Water", as used in this Article, shall mean water available to the City of Pittsburg for treatment by virtue of the City's water rights, water supply, water supply contracts or any treated water introduced by the City into its water distribution system, including water offered for sale at any point of sale site.
- (b) "Customer", as used in this Article, shall mean the customer of record using water for any purpose from the City's water distribution system and for which either a regular

charge is made or, in the case of coin sales, a cash charge is made at the site of delivery.

(c) "Waste of water", as used in this Article, includes, but is not limited to:

(1) permitting water to escape down a street, roadway or other surface intended for vehicle driving purposes, and/ or any gutter, ditch, or other surface drain; or

(2) failure to repair a controllable leak of water due to defective plumbing.

The following classes of uses of water are established for the purposes of this Article:

**Class 1:**

Water used for outdoor watering; either public or private, for gardens, lawns, trees, shrubs, plants, parks, golf courses, playing fields, swimming pools or other recreational areas; or the washing of motor vehicles, boats, trailers, or the exterior of any building or structure.

**Class 2:**

Water used for any commercial, agricultural or industrial purposes: except water actually necessary to maintain the health and personal hygiene of bona fide employees of such businesses or interests while such employees are engaged in the performance of their duties at their place of employment.

**Class 3:**

Domestic usage, other than that which would be included in either classes 1 or 2.

**Class 4:**

Water necessary only to sustain human life and the lives of domestic pets and livestock and to maintain the standards of hygiene and sanitation. Water used for fire protection.

Section 3. Section 82-650 of the Pittsburg City Code is hereby amended to read as follows:

**DIVISION 2. POLICIES AND PROCEDURES**

In the event that the governing body of the City or the City's designated official determines that the City's water supply may be in subject to a shortage in supply or the governing body of the City determines there is need for conservation of City's water resources for any reason, the City may begin the progressive three (3) stage water conservation program by declaring a water watch as described in section 3(a) or, in times of need and / or duress, the governing body of the City may choose to declare any section of the program described in section 3 in effect at any time:

(a) Stage 1: Declaration of Water Watch. Whenever the governing body of the City finds that conditions indicate that a drought is likely, or some other condition exists which is likely to cause a major water supply shortage, it shall be empowered to declare, by resolution, that a water watch exists and that it shall take steps to inform the public and ask for voluntary reductions in water use. Such a watch shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the existence and end of a water watch shall be effective upon their publication in the official city newspaper.

(b). Stage 2: Declaration of Water Warning. Whenever the governing body of the City finds that drought conditions or some other condition causing a major water supply shortage are present and supplies are starting to decline, it shall be empowered to declare by resolution that a water warning exists and that it will recommend restrictions on nonessential uses during the period of warning. Such a warning shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the beginning and ending of the water warning shall be effective upon their publication in the official city newspaper. Pursuant to the approval of the Chief Engineer, Kansas Department of Agriculture - Division of Water Resources, the recommended restrictions on nonessential uses may be extended to private wells within the City limits.

Stage 3: Declaration of Water Emergency. Whenever the governing body of the City finds that an emergency exists by reason of a shortage of water supply needed for essential uses, it shall be empowered to declare by resolution that a water supply emergency exists and that it will impose mandatory restrictions on water use during the period of the emergency. Such an emergency shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the existence and end of a water supply emergency shall be effective upon their publication in the official city newspaper. Pursuant to the approval of the Chief Engineer, Kansas Department of Agriculture - Division of Water Resources, the mandatory restrictions on water use may be extended to private wells within the City limits.

Section 4. Section 82-651 of the Pittsburg City Code is hereby amended to read as follows:

Voluntary Conservation Measures.

Upon the declaration of a water watch or water warning as provided in Sections 3(a) or 3(b), the city manager is authorized to call on all water consumers to employ voluntary water conservation measures to limit or eliminate nonessential water uses including, but not limited to, limitations on the following uses:

- (a) Class 1 uses of water.
- (b) Waste of water.

Section 5. Section 82-652 of the Pittsburg City Code is hereby amended to read as follows:

Mandatory Conservation Measures.

Upon the declaration of a water supply emergency as provided in Section 3(c), the city manager or city's designated official is also authorized to implement certain mandatory water conservation measures, including, but not limited to, the following conservation measures:

- (a) Suspension of new connections to the City's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered into by the City prior to the effective date of the declaration of the emergency;
- (b) Restrictions on the uses of water in one or more classes of water use as described in section 2(d), wholly or in part;
- (c) Restrictions on the sales of water at point of sale facilities or sites;
- (d) The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per consumer restrictions;
- (e) Complete or partial bans on the waste of water; and  
Any combination of the measures in sections 5(a-e) as the governing body of the City or the city's designated official may deem appropriate and / or necessary.

Section 6. Section 82-653 of the Pittsburg City Code is hereby amended to read as follows:

Emergency Water Rates.

Upon the declaration of a water supply emergency as provided in Section 3(c), the governing body of the City shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies. Such emergency rates may provide for, but are not limited to:

- (a) Higher charges for increasing usage per unit of use (increasing block rates);
- (b) Uniform charges for water usage per unit of use (uniform unit rate); or

- (c) Extra charges in excess of a specified level of water use (excess demand surcharge).

Section 7. Section 82-654 of the Pittsburg City Code is hereby amended to read as follows:

Regulations.

During the effective period of any water supply emergency as provided for in Section 3(c), the city manager or or the city's designated official is empowered to promulgate such regulations as may be necessary to carry out the provisions of this Article, any water supply emergency resolution, or emergency water rate ordinance. Such regulations shall be subject to the approval of the governing body at its next regular or special meeting.

Section 8. Section 82-655 of the Pittsburg City Code is hereby amended to read as follows:

Violations, Disconnections and Penalties.

- (a) If the mayor, city manager, water superintendent, or other designated city official charged with implementation and enforcement of this Article or a water supply emergency resolution learn of any violation of any water use restrictions imposed pursuant to Sections 5 or 7 of this ordinance, a written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and/ or any other person known to the City to be responsible for the violation and / or the correction of said violation shall be provided with either actual or mailed notice. Said notice shall describe the violation(s) and order that the noted violation(s) be corrected, cured or abated immediately or within such specified time as the City determines is reasonable for such correction, cure or abatement under the circumstances. In the event the order is not cured within the time period given in the notice, the City may terminate water service to the customer subject to the following procedures:
  - (1) The City shall give the customer notice by mail or actual notice that water service will be discontinued within a specified time due to the violation(s) and that the customer will have the opportunity to appeal the termination by requesting a hearing scheduled before the City governing body or a city official designated as a hearing officer by the City governing body;
  - (2) If such a hearing is requested by the customer charged with the violation, the customer shall be given a full opportunity to be heard by the City governing body or the city official designated as a hearing officer by the City governing body before termination is ordered; and



The City governing body or the city official designated as a hearing officer by the City governing body shall make findings of fact and order whether service should continue or be terminated.

- (b) A fee of \$50.00 shall be paid for the reconnection of any water service terminated pursuant to subsection (a). In the event of subsequent violations, the reconnection fee shall be \$200.00 for the second reconnection and \$300.00 for any subsequent additional reconnections within a one (1)-year period.

Violations of this Article shall be an unclassified misdemeanor municipal offense and may be prosecuted in Municipal Court. Any person so charged and found guilty in Municipal Court of violating the provisions of this ordinance shall be guilty of an unclassified misdemeanor offense. Each calendar day in which a violation is observed shall constitute a separate offense. The penalty for an initial violation shall be a mandatory fine of \$100.00. In addition, such customer may be required by the Court to serve a definite term of confinement in the county jail which shall be fixed by the Court and which shall not exceed thirty (30) days. The penalty for a second or subsequent conviction shall be a mandatory fine of \$200.00. In addition, such customer may be required by the Court to serve a definite term of confinement in the county jail which shall be fixed by the Court and which shall not exceed thirty (30) days.

Section 9. Section 82-656 of the Pittsburg City Code is hereby amended to read as follows:

Emergency Termination.

Nothing in this Article shall limit the ability of any properly authorized city official from terminating the supply of water to any or all customers upon the determination of such city official that emergency termination of water service is required to protect the health and safety of the public or for any other emergency as required or authorized by ordinance or as deemed necessary of the City by such city official or the governing body of the City.

Section 10. Section 82-657 of the Pittsburg City Code is hereby amended to read as follows:

Severability.

If any provision of this Article is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Article and its applicability to other persons and circumstances shall not be affected thereby.

Section 11. This ordinance shall take effect and be in force from and after its passage and

Publication of its summary in the official city paper.



PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG,  
KANSAS, this \_\_\_\_\_ day of July, 2024.

\_\_\_\_\_  
Stu Hite, Mayor

ATTEST:

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

(SEAL)

**TO:** City Manager Daron Hall, City Clerk Tammy Nagel

**FROM:** Kim Froman – Director of Community Development and Housing

**DATE:** July 16, 2024

**SUBJECT:** Agenda Item – July 23, 2024, Downtown Advisory Board (DAB) Appointment to Fill Unexpired Term

---

The Downtown Advisory Board (DAB) acts as a deliberative and review body representing the interests of downtown property owners, residents and merchants (the downtown community). This board is composed of seven (7) members, with one (1) member representing the hospitality industry; one (1) member representing the retail industry; one (1) member being a property owner; one (1) member living in the Downtown Overlay District (DO); and three (3) members serving at large with a vested interest in the DO District.

Members appointed to the board serve two-year terms. Meetings are held on the third Monday of every month from 11:30 am – 1:00 pm at rotating downtown business locations.

The representative previously appointed to the Hospitality position on the board has resigned due to scheduling conflicts, leaving an unexpired term on the DAB. The Downtown Advisory Board intends to fill the vacancy with another volunteer to represent the Hospitality Industry within the Downtown Overlay District.

In this regard, please place this on the agenda for the City Commission Meeting scheduled for Tuesday, July 23, 2024. Action necessary will be to select one (1) representative to represent the Hospitality Industry.

**Please consider the following applicants:**

- Blaise Main
- Christina Oberle
- Ian Youvan

Thank you,  
Kim Froman



RECEIVED

JUL 16 2024

Pittsburg City Clerk

## Downtown Advisory Board

### APPLICATION FOR APPOINTMENT - UNEXPIRED TERM

*Note: Your application will be copied for the City Commission and made available to the press and public*

I am seeking to fill an unexpired term on the Downtown Advisory Board representing the Hospitality Industry

Name: Blaise Main

Home Address: 300 W 6th Pittsburg, KS 66762

Mailing Address: 300 W 6th Pittsburg, KS 66762

Occupation: Business Owner - Restaurant General Manager

Business Address: 516 N Broadway Pittsburg, KS 66762

Home Telephone: 620-249-2126 (cell)

Business Telephone: 620-308-6888

E-mail: thepitt2018@gmail.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 27 years

Current occupation (within last 12 months): Co-Owner - The Pitt

Business interest in the last 12 months: Restaurant, Bar, Entertainment Venue

Previous Committee/Commission Experience: St. Mary's Colgan Student Council

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. \_\_\_\_\_

Bachelor's degree from Pittsburg State University - Marketing & Psychology

Owned & operated The Pitt since 2018

Professional and/or community service activities: \_\_\_\_\_

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Heavily invested in the future development of Pittsburg.

I bring a positive outlook on the situations we face downtown and in the hospitality industry, while providing a solution based strategy to improving our city.

The Downtown Advisory Board meets at **11:30 am - 1:00 pm on the third Monday of each month** at rotating downtown locations.

Signature of Applicant: 

Date: July 15, 2024

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620) 230-5532 or by email at [tammy.nagel@pittks.org](mailto:tammy.nagel@pittks.org).

Please return your completed application on or before noon on **Tuesday, July 16, 2024** to:

City of Pittsburg  
Attn: City Clerk  
PO Box 688  
Pittsburg, KS 66762

Applications can also be submitted via email to **[tammy.nagel@pittks.org](mailto:tammy.nagel@pittks.org)**.

\*\*\*\*\*EXTERNAL\*\*\*\*\*

This is an EXTERNAL EMAIL. Stop and think before clicking a link, opening attachments or entering credentials.





RECEIVED

JUL 02 2024

Pittsburg City Clerk

## Downtown Advisory Board

### APPLICATION FOR APPOINTMENT - UNEXPIRED TERM

*Note: Your application will be copied for the City Commission and made available to the press and public*

I am seeking to fill an unexpired term on the Downtown Advisory Board representing the Hospitality Industry

Name: Christina Oberle

Home Address: 809 Elmwood Ln Pittsburg KS 66762

Mailing Address: 809 Elmwood Ln Pittsburg KS 66762

Occupation: The Blue Spoon CFO and Co-Owner

Business Address: 618 N Broadway Pittsburg KS 66762

Home Telephone: 620-875-3820

Business Telephone: 620-670-6707

E-mail: thebluespoonllc@gmail.com

Are you a resident of Pittsburg? yes If yes, how long have you lived in Pittsburg: 24 years

Current occupation (within last 12 months): owner/operator The Blue Spoon

Business interest in the last 12 months: Very interested in my own business that I share with Brenda Davis!

The Blue Spoon and Blue Spoon Food Truck along with our Blue Spoon Properties business that houses our Airbnbs!

Previous Committee/Commission Experience: I have not served on a committee and I met the commission when we went before them for EDAC development of The Blue Spoon.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. I graduated high school from a small town in Missouri.


Small town community has always had a special place in my heart. Running the finances/marketing for the Spoon would be my experience

Professional and/or community service activities: We have been so busy building the blue spoon and restoring our downtown building that I haven't had a chance to serve but I would love to start!

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Being a small business owner in downtown Pittsburg has a small benefit here!

I love to see the bond we have in this community & I love to see it grow!

The Downtown Advisory Board meets at **11:30 am - 1:00 pm on the third Monday of each month** at rotating downtown locations.

Signature of Applicant: 

Date: 7/2/24

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620) 230-5532 or by email at [tammy.nagel@pittks.org](mailto:tammy.nagel@pittks.org).

Please return your completed application on or before noon on **Tuesday, July 16, 2024** to:

City of Pittsburg  
Attn: City Clerk  
PO Box 688  
Pittsburg, KS 66762

Applications can also be submitted via email to **[tammy.nagel@pittks.org](mailto:tammy.nagel@pittks.org)**.





### Downtown Advisory Board

#### APPLICATION FOR APPOINTMENT - UNEXPIRED TERM

*Note: Your application will be copied for the City Commission and made available to the press and public*

I am seeking to fill an unexpired term on the Downtown Advisory Board representing the Hospitality Industry  
Ian Youvan

Name: \_\_\_\_\_  
943 S 200th St, Pittsburg, KS 66762

Home Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Developer / Manufacturing

Occupation: \_\_\_\_\_  
902, 117, 113 N Broadway

Business Address: \_\_\_\_\_  
620-240-0107

Home Telephone: \_\_\_\_\_

Business Telephone: \_\_\_\_\_  
ianyovan@gmail.com

E-mail: \_\_\_\_\_

Are you a resident of Pittsburg?  yes  Life  
If yes, how long have you lived in Pittsburg: \_\_\_\_\_  
Developer / Manufacturing

Current occupation (within last 12 months): \_\_\_\_\_  
DVLP / KanCraft

Business interest in the last 12 months: \_\_\_\_\_

\_\_\_\_\_  
None  
Previous Committee/Commission Experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. USD 250 K-12, PSU 2016 Business / Innovation.

\_\_\_\_\_  
\_\_\_\_\_

Professional and/or community service activities: \_\_\_\_\_


\_\_\_\_\_  
\_\_\_\_\_

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: \_\_\_\_\_

I know I can bring energy and insight that ive gained on my downtown projects over the last two year,

Downtown has huge poteitnal and I know I can help make it the best it can be.

The Downtown Advisory Board meets at **11:30 am - 1:00 pm on the third Monday of each month** at rotating downtown locations.

Signature of Applicant:  \_\_\_\_\_

Date: 7/16/24

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