

City of Pittsburg, Kansas
Commission Meeting Agenda
Tuesday, August 27, 2024
5:30 p.m.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
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5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Recognition – Sisters of St. Joseph
- c. Public Input

CONSENT AGENDA (ROLL CALL VOTE):

- a. Approval of the August 13, 2024, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1363, repealing code section 26-76 of the City of Pittsburg which prohibits a member of the Economic Development Advisory Committee, and his or her spouse, from being eligible to seek monies from the economic development revolving loan fund during his or her tenure and for one (1) year thereafter, and authorize the Mayor to sign the Ordinance on behalf of the City.
- c. Approval of Ordinance No. G-1364, amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2024 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1351, and authorize the Mayor to sign the Ordinance on behalf of the City.
- d. Approval of Ordinance No. G-1365, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2024 Edition of the "Standard Traffic Ordinance for Kansas Cities" save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1352, and authorize the Mayor to sign the Ordinance on behalf of the City.
- e. Approval of Ordinance No. S-1100, levying a special assessment against the lots or parcels of land on which existed weeds or obnoxious vegetable growth, to pay the cost of cutting or removing said growth, and authorize the Mayor to sign the Ordinance on behalf of the City.

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- f. Approval of Ordinance No. S-1101, levying a special assessment against the lots or parcels of land on which refuse matter was located, to pay the cost of making the premises safe and hygienic, and authorize the Mayor to sign the Ordinance on behalf of the City.
- g. Approval of Ordinance No. S-1102, levying a special assessment against the lots or parcels of land on which a public nuisance was located, to pay the cost of abating the nuisance, authorize the Mayor to sign the Ordinance on behalf of the City.
- h. 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 Agreement on behalf of the City.
- i. Approval of a Master Sales Agreement with ConvergeOne regarding sales of hardware and software, installation, management, support, and monitoring services, and authorize the Mayor to sign the Agreement on behalf of the City.
- j. Approval of the appointment of Stu Hite, Cheryl Brooks, Chuck Munsell, and Ron Seglie as voting delegates, and Dawn McNay, Daron Hall, Jay Byers and Tammy Nagel as alternate voting delegates to represent the City of Pittsburg at the League of Kansas Municipalities Annual Meeting scheduled for October 10th through 12th, 2024, in Wichita, Kansas.
- k. Approval of the Appropriation Ordinance for the period ending August 27, 2024, subject to the release of HUD expenditures when funds are received.

SPECIAL PRESENTATION:

- a. SUMMER READING PROGRAM SUMMARY - Pittsburg Public Library Director Bev Clarkson will provide a summary of the summer reading program.
Receive for file.

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PUBLIC HEARING AND PUBLIC MEETING:

- a. LOAN APPLICATION - WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT - The City of Pittsburg advertised for a Public Hearing and a Public Meeting to be held on Tuesday, August 27, 2024, at 5:30 p.m., in the City Commission Room in the Law Enforcement Center, 201 North Pine, for the purpose of proceeding with a loan application in the anticipated amount of \$45,000,000 to finance proposed improvements for the Pittsburg Wastewater Treatment Plant through the Kansas Water Pollution Control Revolving Funds Assistance Program administered by the Kansas Department of Health and Environment (KDH&E). **Following the Public Hearing and the Public Meeting, approve or disapprove Resolution No. 1282 authorizing staff to file the application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329).**

NON-AGENDA REPORTS & REQUESTS:

PITTSBURG POSITIVE:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 13, 2024

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, August 13th, 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, Dawn McNay, Chuck Munsell and Ron Seglie.

Mayor Hite led the flag salute.

INVOCATION – Reverend Mark Chambers, on behalf of the First United Methodist Church, provided an invocation.

PUBLIC INPUT -

HOMELESS INDIVIDUALS - Sandra Main, 109 West 4th Street, expressed concern regarding the increased number of homeless individuals in town.

AQUATIC CENTER OPERATING SEASON - Auroura Williamsen, 1609 South Walnut, requested the Aquatic Center operating season be extended.

APPROVAL OF MINUTES – On motion of Munsell, seconded by Seglie, the Governing Body approved the July 23, 2024, City Commission Meeting minutes as presented. Motion carried.

CEREAL MALT BEVERAGE LICENSES – On motion of Munsell, seconded by Seglie, the Governing Body approved the 2024 Cereal Malt Beverage License applications submitted by The Corner Patio Pittsburg, LLC, dba The Corner Patio (919 North Broadway) and WS Mart, LLC, dba Pittsburg Mart (3201 North Rouse), and authorized the City Clerk to issue the licenses. Motion carried.

POLY CART AND DUMPSTER PURCHASE – On motion of Munsell, seconded by Seglie, the Governing Body approved staff recommendation to waive the City's formal bid process and allow Property and Sanitation Department staff to purchase poly carts and dumpsters, on an as-needed basis, in an amount not to exceed \$100,000. Motion carried.

DISPOSITION OF BIDS – TREE REMOVAL PROJECT – On motion of Munsell, seconded by Seglie, the Governing Body awarded the bid for the Tree Removal Project to Jasco Tree Service, LLC, of Carthage, Missouri, in the amount of \$49,300, and authorized the Mayor and City Clerk to sign the contract documents once prepared. Motion carried.

TENANT BASED RENTAL ASSISTANCE (TBRA) GRANT – On motion of Munsell, seconded by Seglie, the Governing Body authorized staff to submit an application to the Kansas Housing Resources Corporation's (KHRC) Tenant Based Rental Assistance (TBRA) program for a grant in the amount of \$100,000 to be used to provide an estimated 210 extremely low income households with security deposit assistance, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

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APPROPRIATION ORDINANCE – On motion of McNay, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending August 13, 2024, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Hite, McNay, Munsell and Seglie. Motion carried with Brooks abstaining.

CITY CODE SECTION 26-76 – On motion of McNay, seconded by Brooks, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to repeal City Code Section 26-76, which prohibits members currently serving on the EDAC from applying to the Revolving Loan Fund (RLF) and further requires EDAC members to wait at least one year after their service has concluded before they are eligible to apply for RLF funding, and directed staff to prepare the necessary Ordinance. Motion carried.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT – 211 NORTH BROADWAY – On motion of McNay, seconded by Munsell, the Governing Body approved a Grant Agreement between the City of Pittsburg and the State of Kansas Department of Commerce for an award of \$300,000 through the U.S. Small Cities Community Development Block Grant Program to support Lorenz Haus Development with the redevelopment of the building located at 211 North Broadway, and authorized the Mayor to sign the Grant Agreement on behalf of the City. Motion carried.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REPAYMENT AGREEMENT – 211 NORTH BROADWAY – On motion of McNay, seconded by Brooks, the Governing Body approved a Repayment Agreement between the City of Pittsburg and Lorenz Haus Development, in relation to the redevelopment of the building located at 211 North Broadway, and authorized the Mayor to sign the Repayment Agreement on behalf of the City. Motion carried.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MATCHING FUNDS AGREEMENT – 211 NORTH BROADWAY – On motion of Brooks, seconded by McNay, the Governing Body approved a Matching Funds Agreement between the City of Pittsburg and Lorenz Haus Development, in relation to the redevelopment of the building located at 211 North Broadway, and authorized the Mayor to sign the Matching Funds Agreement on behalf of the City. Motion carried.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AUTHORIZED SIGNATURE FORM – 211 NORTH BROADWAY – On motion of Brooks, seconded by Munsell, the Governing Body approved an Authorized Signature Form as part of the U.S. Small Cities Community Development Block Grant Program funding received to support Lorenz Haus Development with the redevelopment of the building located at 211 North Broadway, and authorized the Mayor to sign the Authorized Signature Form on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
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COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AUTHORIZED SIGNATURE FORM – WASHINGTON SCHOOL PROJECT – On motion of McNay, seconded by Seglie, the Governing Body approved an Authorized Signature Form as part of the Community Development Block Grant Program funding received to support the redevelopment of the Washington School building, and authorized the Mayor to sign the Authorized Signature Form on behalf of the City. Motion carried with Munsell voting in opposition.

NON-AGENDA REPORTS AND REQUESTS:

FIRE STATION #2 ISSUES – At the request of Commissioner Munsell, Fire Chief Taylor Cerne provided information regarding a recent mold inspection at Fire Station #2.

PUBLIC INPUT RESPONSE - AQUATIC CENTER OPERATING SEASON – Director of Parks and Recreation Toby Book stated that due to staffing challenges, the Aquatic Center closes prior to the start of the school year.

PUBLIC INPUT RESPONSE - HOMELESS INDIVIDUALS – Additional discussion was held regarding homeless individuals. City Manager Daron Hall encouraged citizens to call the Pittsburg Police Department if they have concerns.

PITTSBURG POSITIVE – Mayor Hite recognized Safehouse Executive Director Brooke Powell and her advocate team for assisting abuse survivors in the community.

ADJOURNMENT: On motion of Seglie, seconded by Brooks, the Governing Body adjourned the meeting at 6:24 p.m. Motion carried.

Stu Hite, Mayor

ATTEST:

Tammy Nagel, City Clerk

(Published in The Morning Sun August 29, 2024)

ORDINANCE NO. G-1363

AN ORDINANCE repealing code section 26-76 of the City of Pittsburg which prohibits a member of the Economic Development Advisory Committee, and his or her spouse, from being eligible to seek monies from the economic development revolving loan fund during his or her tenure and for one (1) year thereafter.

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

Section 1. Ordinance 26-76 of the City of Pittsburg is hereby repealed.

Section 2. This Ordinance shall take effect and be in force following its passage and publication of its summary in the official City paper.

APPROVED this 27th day of August, 2024.

Stu Hite-Mayor

ATTEST:

Tammy Nagel-City Clerk

ORDINANCE NO. G-1364

AN ORDINANCE amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2024 Edition of the “Uniform Public Offense Code for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1351. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped Official Copy as Adopted by Ordinance No. G-1364; with all sections or portions thereof intended to be omitted or changed clearly marked to show any such change or omission and to which shall be attached a copy of this Ordinance, and filed with City Clerk to be open to inspection and available to the public at all reasonable hours.

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

Section 1. Section 54-41 of the Code of the City of Pittsburg, Kansas, is hereby amended to read:

For the purpose of regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, the 2024 Edition of the “Uniform Public Offense Code for Kansas Cities” prepared and published by The League of Kansas Municipalities is incorporated herein by reference save and except Sections 3.2.1, 4.1, 10.5 and 10.6 which are amended by Sections 54-42, 54-43 and 54-44 of the Code of the City of Pittsburg, Kansas; amending Section 6.7.1 by making the violation thereof a Class B rather than a Class A violation; and the following sections which are hereby deleted: 5.2 (Furnishing Alcoholic Liquor or Cereal Malt Beverage to a Minor); 5.8 (Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor); 6.18 (Motor Vehicle Dealers; Selling Motor Vehicle Without a License); 6.19 (Equity Skimming); 7.6 (Performance of Unauthorized Official Act); 7.7 (Simulating Legal Process); 7.10 (False Signing of Petition); 7.14 (Electioneering); 8.1 (Denial of Civil Rights); 10.13 (Barbed Wire); 10.14 (Operation of a Motor Boat or Sailboat); 10.19 (Sale of Medicines and Drugs Through Vending Machines); 11.8 (Gambling); 11.9 (Commercial Gambling); 11.9.1 (illegal Bingo operation); and 11.10 (Possession of a Gambling Device).

Section 2: Section 6.7(a)(1) [Criminal Trespass] of the Uniform Public Offense Code for

Kansas, Cities is hereby amended to include the following:

(C) Criminal trespass is also entering or remaining upon the grounds of Mt. Olive Cemetery by a person not authorized to do so, whether by foot or conveyance, from the hours of 6:00 p.m. until 7:00 a.m. from October 16 to March 31 and from the hours of 8:00 p.m. until 7:00 a.m. from April 1 to October 15 of each year.

(D) Criminal trespass is also entering or remaining upon the grounds of the skate park area known as The Pitt in Schlanger Park by a person not authorized to do so, whether by foot or conveyance, from the hours of 7:00 p.m. until 7:00 a.m. from October 31 to March 31 and from the hours of 9:00 p.m. until 7:00 a.m. from April 1 to October 30 of each year.

Section 4: Ordinance No. G-1351 of the City of Pittsburg is hereby repealed.

Section 5: This Ordinance shall become effective following its passage and publication in the City's official newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG,

KANSAS, this ____ day of _____, 2024.

Mayor – Stu Hite

ATTEST:

Tammy Nagel, City Clerk

(SEAL)

ORDINANCE NO. G-1365

AN ORDINANCE amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2024 Edition of the “Standard Traffic Ordinance for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1352.

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

Section 78-31 of the Code of the City of Pittsburg, Kansas, is hereby amended to read:

SECTION 1: For the purpose of regulating traffic within the corporate limits of the City of Pittsburg, Kansas, that certain Traffic Ordinance known as, “Standard Traffic Ordinance for Kansas Cities”, Edition of 2024, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, is incorporated herein by reference; except such parts as supplemented, deleted or changed by Sections 78-39 [Sec.13 Traffic Control Signal Legend], 78-32 [Sec. 32 Speed Limitations; Basic Rule], 78-33 [Sec. 33 Maximum Speed Limits], 78-34 [Sec. 20 Play Streets, Sec. 50 Right, Left & U-Turns at Intersections: Sec. 119 Parades & Processions, Sec. 120 Driving through Procession, Sec. 136 Use of Coasters, Roller Skates & Similar Devices Restricted], 78-35 [Sec 1 Definition: Traffic Infractions and Traffic Offenses], 78-37 [Sec. 19 Designation of Crosswalks and Safety Zones], 78-38 [Sec. 93 Parking Disabled and other vehicles] and 78-78 [Sec. 114.2 Unlawful operation of a Micro Utility Truck] of the Code of the City of Pittsburg, Kansas. Not less than 3 copies of said Standard Traffic Ordinance shall be marked or stamped “Official Copy, as adopted by Ordinance No. G-1365”; with all sections or portions thereof intended to be omitted or changed clearly marked to show such change or omission and to which shall be attached a copy of this Ordinance and filed with City Clerk to be open for inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with the enforcement of the Ordinance, shall be

supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked as may be deemed expedient.

SECTION 2: Section 13 of the Standard Traffic Ordinance is also amended to read as follows:

Sec. 13. Traffic-Control Signal Legend. Whenever traffic is controlled by traffic-control signals exhibiting different colored lights, or colored lighted arrows, successively one at a time or in combination, only the colors green, red and yellow shall be used, except for special pedestrian signals carrying a word legend, and said lights shall indicate and apply to drivers of vehicles and pedestrians as follows:

(a) **Green Indication.**

- (1) Vehicular traffic facing a circular green signal may proceed straight through or turn right or left, unless a sign at such place prohibits either such turn; but vehicular traffic, including vehicles turning right or left, shall yield the right-of-way to other vehicles and to pedestrians lawfully within the intersection or an adjacent crosswalk at the time such signal is exhibited.
- (2) Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may enter the intersection cautiously only to make the movement indicated by such arrow, or such other movement as is permitted by other indications shown at the same time. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- (3) Unless otherwise provided by a pedestrian control signal, as provided in Section 14, pedestrians facing any green signal, except when the sole green signal is a turn arrow may proceed across the roadway within any marked or unmarked crosswalk.

(b) **Steady Yellow Indication.**

- (1) Vehicular traffic facing a steady circular yellow or yellow arrow signal is hereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter when vehicular traffic shall not enter the intersection. Vehicular traffic shall stop before entering the intersection unless so close to the intersection that a stop cannot be made in safety.
- (2) Pedestrians facing a steady circular yellow or yellow arrow signal, unless otherwise directed by a pedestrian-control signal as provided in Section 14,

are thereby advised that there is insufficient time to cross the roadway before a red indication is shown and no pedestrian shall then start to cross the roadway.

(c) **Steady Red Indication.**

- (1) Vehicular traffic facing a steady circular red or red arrow signal alone shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or if none, then before entering the intersection, and shall remain standing until an indication to proceed is shown, except as provided in paragraphs (2) and (3) of this subsection. Any turn provided for in said paragraph (2) and (3) shall be governed by the applicable provisions of Section 49 of this ordinance.
- (2) Unless a sign is in place prohibiting a turn, vehicular traffic facing a steady red signal may cautiously enter the intersection to make a right turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- (3) Unless a sign is in place prohibiting a turn, vehicular traffic upon a roadway restricted to one-way traffic facing a steady red signal at the intersection of such roadway with another roadway restricted to one-way traffic which is proceeding to the left of such vehicular traffic, may cautiously enter the intersection to make a left turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other-traffic lawfully using the intersection.
- (4) Unless otherwise directed by a pedestrian-control signal as provided in Section 14, pedestrians facing a steady circular red or red arrow signal alone shall not enter the roadway.

- (d) In the event an official traffic-control signal is erected and maintained at a place other than an intersection, the provisions of this section shall be applicable except as to those provisions which by their nature can have no application. Any stop required shall be made at a sign or marking on the

pavement indicating where the stop shall be made, but in the absence of any such sign or marking the stop shall be made at the signal. (K.S.A. 8-1508)

SECTION 3: Ordinance No. G-1352 of the City of Pittsburg, Kansas, is hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication in the official city paper.

PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG,
KANSAS, this ____ day of _____, 2024.

Mayor – Stu Hite

ATTEST:

Tammy Nagel, City Clerk

(SEAL)



Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Director of Property & Sanitation

DATE: August 21, 2024

SUBJECT: Agenda Item – August 27, 2024
Ordinance No. S-1100 – Weed Assessments

The Codes Enforcement Division, in the process of enforcing the City Codes, conducted inspection of complaints of weeds or obnoxious vegetable growth. Notices were sent to the owner(s), occupant(s) and person(s)-in-charge where there was found to be a violation of the City Code directing their abatement.

Upon expiration of the allotted days, as provided in the City Code, the Codes Enforcement Division re-inspected the premises for compliance. If not removed, the Codes Enforcement Division caused the abatement of weeds or obnoxious vegetable growth by City crews. The City Codes provided that the cost of abating nuisances shall be placed as a special assessment against the property to be collected with the payment of real estate taxes.

The City staff has created the attached Ordinance No. S-1100 assessing the cost of weeds or obnoxious vegetable growth removal. City crews had to remove weeds or obnoxious vegetable growth from 79 properties. The owners of these properties were given the opportunity to pay the cost of abatements, but declined to pay the cost for said weeds or obnoxious vegetable growth removal. Ordinance S-1100 assesses the cost of removal of weeds or obnoxious vegetable growth from these 79 properties.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday August 27th, 2024. Action necessary will be to approve the Ordinance levying the costs of abating these nuisances.

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

Attachments: Ordinance S-1100 Weed Assessment Ordinance

(Published in The Morning Sun on September 6, 2024)

ORDINANCE NO. S-1100

AN ORDINANCE, LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH EXISTED WEEDS OR OBNOXIOUS VEGETABLE GROWTH, TO PAY THE COST OF CUTTING OR REMOVING SAID GROWTH.

WHEREAS, the Building Official of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), occupant(s), or person(s)-in-charge, written notice to cut and remove the weeds or obnoxious vegetable growth from the lots or parcels of land described herein, and

WHEREAS, after the owner(s), occupant(s), or person(s)-in-charge neglected or failed to comply with the written notice to cut and remove said weeds or obnoxious vegetable growth, the City proceeded to cut and remove said weeds or obnoxious vegetable growth from said lot or parcel of land, and,

WHEREAS, a statement for costs and expenses of removing said weeds or obnoxious vegetable growth was mailed to the owner(s), occupant(s), or person(s)-in-charge of such property and such has not been paid.

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

That for the purpose of paying the costs and expenses incurred by the City in cutting or removing said weeds or obnoxious vegetable growth from said lot or parcel of land, there is hereby levied against the real estate described herein the following special assessments:

Section 1: Parcel No. 204180100101403, MILLER ADDITION, LOT 4 LYING E ROAD ROW, located at 00000 W 28TH ST, owned by MILLER, NORMAN & NANCYA notice of violation was sent to the owner on May 23, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 6, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 2: Parcel No. 2041701017001000, REGIONAL INDUSTRIAL PRK REPLAT, ACRES 3.8, N 900' LT 18., located at 2905 N OLD ROUSE, owned by WEBER, DAVID. A notice of violation was sent to the owner on June 1, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 14, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 3: Parcel No. 2041702005015000, MORRISON SUBDIV NW/4 SEC17, Lot 13, 14., located at 00000 UNOPENED STREET, owned by PERRY, ROY R, IIIA notice of violation was sent to the owner on April 11, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on May 4, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 4: Parcel No. 2041702005025000, KIRKWOOD SUBDIV NW/4 SEC17, LTS 1, 2, LESS S 50'., located at 2811 N MICHIGAN , owned by RUNNING BEAR HOLDINGS LLC. A notice of violation was sent to the owner on June 16, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 16, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 5: Parcel No. 2041703023030000, MERWIN ADDITION, BLOCK 6, Lot 38, located at 129 E 21ST , owned by HARRIS, CLARENCE P & MARY. A notice of violation was sent to the owner on August 3, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 16, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 6: Parcel No. 2041804003005000, CRESTVIEW ADDITION, Lot 68, 69, located at 115 W 25TH , owned by SHALL, CHRIS. A notice of violation was sent to the owner on April 10, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on April 28, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 7: Parcel No. 2041804003005000, CRESTVIEW ADDITION, Lot 68, 69, located at 115 W 25TH, owned by SHALL, CHRIS. A notice of violation was sent to the owner on April 10, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on April 28, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 8: Parcel No. 2041804003005000, CRESTVIEW ADDITION, Lot 68, 69, located at 115 W 25TH, owned by SHALL, CHRIS. A notice of violation was sent to the owner on April 10, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 24, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 9: Parcel No. 2041804007013000, MARTIN PLACE SUBDIV LT C, W 10' 6" LT 33 AND ALL LT 32, BLK 4, located at 114 W 22ND, owned by VERREN, ROBIN S. A notice of violation was sent to the owner on July 13, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 13, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85)

Section 10: Parcel No. 2041804007013000, MARTIN PLACE SUBDIV LT C, W 10' 6" LT 33 AND ALL LT 32, BLK 4., located at 114 W 22ND, owned by VERREN, ROBIN S. A notice of violation was sent to the owner on August 8, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 10, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 11: Parcel No. 2041804007013000, MARTIN PLACE SUBDIV LT C, W 10' 6" LT 33 AND ALL LT 32, BLK 4, located at 114 W 22ND, owned by VERREN, ROBIN S. A notice of violation was sent to the owner on September 13, 2023 and, after failing to comply, the City did

cause weeds or obnoxious vegetable growth to be cut on September 13, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 12: Parcel No. 2041903021012000, MARTIN PLACE SUBDIV LT C, W 30' LT 14 AND ALL LT 15, BLK 5., located at 105 W 22ND, owned by HOME OPPORTUNITY LLC. A notice of violation was sent to the owner on August 3, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 16, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 13: Parcel No. 2041903008005000, PARK PLACE IMPRVMT 1ST ADDTN, Lot 164, located at 704 N WOODLAND, owned by CASTANEDA, FRANCISCO J. A notice of violation was sent to the owner on August 22, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 24, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 14: Parcel No. 2041903009023010, PARK PLACE IMPRVMT 1ST ADDTN, E 71' LT 186, located at 701 N WOODLAND, owned by SORIANO, JOSE A. A notice of violation was sent to the owner on July 11, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 12, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 15: Parcel No. 2041903009023010, PARK PLACE IMPRVMT 1ST ADDTN, E 71' LT 186, located at 701 N WOODLAND, owned by SORIANO, JOSE A. A notice of violation was sent to the owner on August 22, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 24, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 16: Parcel No. 2041903015024000, PARK PLACE IMPRVMT 1ST ADDTN, Lot 191, located at 603 N WOODLAND , owned by BECKLEY, PATRICIA ANN. A notice of violation was sent to the owner on July 21, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 27, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 17: Parcel No. 2041903015024000, PARK PLACE IMPRVMT 1ST ADDTN, Lot 191, located at 603 N WOODLAND, owned by BECKLEY, PATRICIA ANN. A notice of violation was sent to the owner on August 22, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 24, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 18: Parcel No. 2041903021012000 BROWNS SUBDIV LT 8 WARRENS SUB, Lot 4, located at 403 N WARREN, owned by SCOTT, ROBERT F. A notice of violation was sent to the owner on July 13, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 13, 2023. The cost and expenses were three hundred twenty-one dollars and four cents, (\$320.85).

Section 19: Parcel No. 2041903021018000, STOWERS SUBDIV OF WARREN SUBDV, Lot 4., located at 417 N WARREN, owned by WEST, STEVEN L. A notice of violation was sent to the owner on May 2, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on May 17, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 20: Parcel No. 2041903021018000, STOWERS SUBDIV OF WARREN SUBDV, Lot 4, located at 417 N WARREN , owned by WEST, STEVEN L. A notice of violation was sent to the owner on August 8, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 10, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 21: Parcel No. 2041903022023000, AL WARREN SUBDIV SWSW SEC19, N 50' E1/2 LT 4., located at 509 N GEORGIA, owned by STEWART, MASON J. A notice of violation was sent to the owner on June 15, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 16, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 22: Parcel No. 2041904009004000, PITTSBURG TOWN CO 3RD ADDITION, S1/2 LT 23 AND ALL LT 22, BLK 7, located at 912 N PINE , owned by BETTEGA, ROBERT A. A notice of violation was sent to the owner on April 19, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on May 4, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 23: Parcel No. 2041904009004000, PITTSBURG TOWN CO 3RD ADDITION, S1/2 LT 23 AND ALL LT 22, BLK 7, located at 912 N PINE, owned by BETTEGA, ROBERT A. A notice of violation was sent to the owner on June 15, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 16, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 24: Parcel No. 2041904009004000, PITTSBURG TOWN CO 3RD ADDITION, S1/2 LT 23 AND ALL LT 22, BLK 7, located at 912 N PINE , owned by BETTEGA, ROBERT A. A notice of violation was sent to the owner on August 1, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 7, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 25: Parcel No. 2041904009004000, PITTSBURG TOWN CO 3RD ADDITION, S1/2 LT 23 AND ALL LT 22, BLK 7, located at 912 N PINE , owned by BETTEGA, ROBERT A. A notice of violation was sent to the owner on August 1, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on September 5, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 26: Parcel No. 2041904012007000, PITTSBURG TOWN CO 3RD ADDITION, S 72' LTS 1 THRU 6, BLK 5., located at 925 N WALNUT , owned by GREGG, CATHERINE L. A notice of violation was sent to the owner on May 23, 2023 and, after failing to comply, the City

did cause weeds or obnoxious vegetable growth to be cut on June 14, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 27: Parcel No. 2041904033001000, GOFFS WEST ADDITION, BLOCK 3, Lot 1, 2, located at 401 W 7TH , owned by ARGUETA, AMALIA LIZBETH JUAREZ. A notice of violation was sent to the owner on August 1, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 7, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 28: Parcel No. 2041904045004000, PARK PLACE IMPRVMT 1ST ADDTN, Lot 144, located at 604 W 4TH, owned by APPIER, JOHNIIE. A notice of violation was sent to the owner on July 20, 2022 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 15, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 29: Parcel No. 2041904047023000, GOFFS WEST ADDITION, BLOCK 1, Lot 20., located at 406 W 4TH ST, owned by ELSASSER, PAULA. A notice of violation was sent to the owner on May 2, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on May 16, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 30: Parcel No. 2042001002007000, EAST PITTSBURG LAND CO 1ST ADD, N1/2 LTS 8 THRU 11, LESS E 4' LT 8, BLK 4., located at 724 E 20TH, owned by ARABIA, SANDRA K. A notice of violation was sent to the owner on August 14, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 16, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85.)

Section 31: Parcel No. 2042001012005000, EAST PITTSBURG LAND CO 1ST ADD, W 10' LT 18 AND ALL LT 17, BLK 19., located at 915 E 14TH, owned by SHAGHAGHI, BIJAN. A notice of violation was sent to the owner on August 25, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 29, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 32: Parcel No. 2042001015003000, EAST PITTSBURG LAND CO 1ST ADD, BLOCK 22, Lot 6, 7, located at 916 E 14TH, owned by LLOYD, DONNA I. A notice of violation was sent to the owner on June 7, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 26, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 33: Parcel No. 2042001015003000, EAST PITTSBURG LAND CO 1ST ADD, BLOCK 22, Lot 6, 7, located at 916 E 14TH, owned by LLOYD, DONNA I. A notice of violation was sent to the owner on June 6th, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 13, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 34: Parcel No. 2042002015005000, CHICAGO ADDITION, BLOCK 2, Lot 7, 9., located at 1706 N JOPLIN, owned by BRICHALLI, LUIGI; BRICHALLI, PATRICIA A. A notice of violation was sent to the owner on April 12, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on April 28, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 35: Parcel No. 2042002026001000, LEIGHTONS 3RD ADDITION, Lot 45, 47, located at 1511 N SMELTER, owned by HARDESTY, GRAYSON G & JAROLYN MELISSA. A notice of violation was sent to the owner on August 15, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 21, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 36: Parcel No. 2042002036009000, LEIGHTONS ADDITION, Lot 13, located at 1301 N SMELTER, owned by BONINE, ARTHUR E. A notice of violation was sent to the owner on July 11 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 10, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 37: Parcel No. 2042002036011000, NEW LEIGHTONS ADDITION, Lot 17, located at 1305 N Smelter, owned by CAMPBELL, WILLIE J. A notice of violation was sent to the owner on June 7, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 14, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 38: Parcel No. 2042002036011000, LEIGHTONS ADDITION, Lot 17, located at 1305 N SMELTER, owned by CAMPBELL, WILLIE J. A notice of violation was sent to the owner on June 7, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 10, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 39: Parcel No. 2042003015016000, PITTSBURG TOWN CO 4TH ADDITION, N1/2 LTS 23, 24, BLK 11., located at 803 N GRAND, owned by GARRISON, MICHELLE DAWN. A notice of violation was sent to the owner on April 18, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on January 16, 2024. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 40: Parcel No. 2042003015016000, PITTSBURG TOWN CO 4TH ADDITION, N1/2 LTS 23, 24, BLK 11., located at 803 N GRAND, owned by GARRISON, MICHELLE DAWN. A notice of violation was sent to the owner on June 27, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 30, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 41: Parcel No. 2042003030015000, WHITES SUBDIV BLK 10 O.T. Lot 4 7, located at 121 E 6TH, owned by BULOT, RAY G III. A notice of violation was sent to the owner on May 31, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to

be cut on June 12, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 42: Parcel No. 2042004004002000, HERMANN ADDITION, BLOCK 3, Lot 4, located at 724 E 11TH, owned by MCKINSTRY, DEBORAH ANN. A notice of violation was sent to the owner on June 1, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 12, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 43: Parcel No. 2042004004013000, HERMANN ADDITION, BLOCK 3, Lot 23, located at 715 E 10TH, owned by HENCEY, JAMES & KATHLEEN. A notice of violation was sent to the owner on June 13, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 30, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 44: Parcel No. 2042004006016000, PLAYTERS 4TH ADDITION, E 30' LT 27 AND ALL LT 28, BLK 3, located at 925 E 10TH, owned by KNIGHT, STEPHANI. A notice of violation was sent to the owner on May 25, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on September 6, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 45: Parcel No. 2042004007005000, PLAYTERS 4TH ADDITION, BLOCK 4, Lot 9, located at 1014 E 11TH, owned by ALBERT, MERLEEN. A notice of violation was sent to the owner on July 31, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 16, 2023. The cost and expenses were three hundred and, (\$320.85).

Section 46: Parcel No. 2042004010006000, HERMANN ADDITION, BLOCK 5, Lot 9, located at 810 E 10TH, owned by HOLMAN, JACK; HOLMAN, BEVERLY J. A notice of violation was sent to the owner on June 14, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 15, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 47: Parcel No. 2042004010006000, HERMANN ADDITION, BLOCK 5, Lot 9, located at 810 E 10TH, owned by HOLMAN, JACK; HOLMAN, BEVERLY J. A notice of violation was sent to the owner on July 25, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 27, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 48: Parcel No. 2042004010006000, HERMANN ADDITION, BLOCK 5, Lot 9, located at 810 E 10TH, owned by HOLMAN, JACK; HOLMAN, BEVERLY J. A notice of violation was sent to the owner on July 25, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on September 7, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 49: Parcel No. 2042004028011000, PLAYTERS 3RD ADDITION, BLOCK 7, Lot 25, located at 919 E 4TH, owned by NOYES, DAVID E. A notice of violation was sent to the owner on June 10, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 11, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 50: Parcel No. 2042004028011000, PLAYTERS 3RD ADDITION, BLOCK 7, Lot 25, located at 919 E 4TH ST, owned by NOYES, DAVID E. A notice of violation was sent to the owner on August 11, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 16, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 51: Parcel No. 2052103015004000, K.C.S. ANNEX, Lot 190, located at 1301 E 7TH, owned by MAPES, BILLY J & SHERRIE GAYE. A notice of violation was sent to the owner on May 15, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 1, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 52: Parcel No. 2052103023005000, JENNIS ADDITION TO E PIT, BLOCK 3, Lot 2, 3., located at 507 N FAIRVIEW, owned by CHASE, GARY; CHASE, LAURA. A notice of violation was sent to the owner on April 12, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on May 4, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 53: Parcel No. 2082802006006000, SCHNACKENBURG 1ST ADDITION, BLOCK 1, Lot 14., located at 110 N HIGHLAND owned by SALAS, MICHELLE. A notice of violation was sent to the owner on May 30, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 16, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 54: Parcel No. 2082802006006000, SCHNACKENBURG 1ST ADDITION, BLOCK 1, Lot 14, located at 110 N HIGHLAND, owned by SALAS, MICHELLE. A notice of violation was sent to the owner on May 30, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on September 11, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 55: Parcel No. 2092901003006000, LAPHAMS ADDITION, ALL LTS 49, 50, BLK 3 AND E1/2 VAC ALLEY ADJ SD LTS, located at 213 N PUTNAM, owned by FONTAINE, HELEN L. A notice of violation was sent to the owner on May 25, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 1, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 56: Parcel No. 2092903040017000, MCCORMICK SUBDIV TO MCCRMK 2ND, Lot 140 - A., located at 315 E QUINCY, owned by GRONAU, MICHAEL J; GRONAU, Emily A. A notice of violation was sent to the owner on April 19, 2023 and, after failing to comply, the City

did cause weeds or obnoxious vegetable growth to be cut on May 3, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 57: Parcel No. 2093001028009000, PLAYTER SUBDIV OF ROGERS 1ST, LT 10, BLK 2, LESS N 53' OF E 58' AND ADJ VAC ROW., located at 202 W EUCLID, owned by VETERANS ADMINISTRATION CENTER. A notice of violation was sent to the owner on July 7, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 24, 2023. The cost and expenses were four hundred and seventy dollars and eighty-five cents, (\$470.85).

Section 58: Parcel No. 2093001043005000, PLAYTERS ADDITION, Lot 136., located at 409 W FOREST, owned by HEIKES, DEREK WADE; LOFFSWOLD, LINDA J. A notice of violation was sent to the owner on April 24, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on May 17, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 59: Parcel No. 2093001043005000, PLAYTERS ADDITION, Lot 136, located at 409 W FOREST, owned by HEIKES, DEREK WADE; LOFFSWOLD, LINDA J. A notice of violation was sent to the owner on April 24, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 15, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 60: Parcel No. 2093001045003000, MCCORMICK ADDITION, BLOCK 3, Lot 107, located at 207 W FOREST, owned by GILLMAN, JESSICA DAWN. A notice of violation was sent to the owner on June 8, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 30, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 61: Parcel No. 2093002003006000, FOREST PARK 2ND ADDITION, Lot 13, located at 811 W 4TH, owned by DAVIS, DEBRA J. A notice of violation was sent to the owner on August 10, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 15, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 62: Parcel No. 2093002003007000, FOREST PARK 2ND ADDITION, Lot 14, located at 813 W 4TH, owned by LOPEZ, JONATHAN STEVEN. A notice of violation was sent to the owner on August 15, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 15, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 63: Parcel No. 2093002013001000, FOREST PARK 2ND ADDITION, LT 78; ALSO LT 96, JOPLIN ADD., located at 701 W 2ND, owned by LEE, DENNIS MICHAEL. A notice of violation was sent to the owner on July 27, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 31, 2023. The cost and expenses were One thousand two hundred twenty dollars and eighty-five cents, (\$1220.85).

Section 64: Parcel No. 2093002016001000, JENNESS 1ST ADDITION, E 3' LT 12 AND ALL LT 13., located at 901 W 2ND, owned by DUNSTAN, JOSH T; DUNSTAN, MICHELLE M. A notice of violation was sent to the owner on May 30, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 6, 2023. The cost and expenses were four hundred twenty dollars and eighty-five cents, (\$420.85).

Section 65: Parcel No. 2093002016001000, JENNESS 1ST ADDITION, E 3' LT 12 AND ALL LT 13., located at 901 W 2ND, owned by DUNSTAN, JOSH T; DUNSTAN, MICHELLE M. A notice of violation was sent to the owner on May 30, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on September 7, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 66: Parcel No. 2093002025009000, FOREST PARK 3RD ADDITION, Lot 50, located at 624 W KANSAS, owned by ASCANIO, AUSTIN G. A notice of violation was sent to the owner on June 1, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on September 7, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 67: Parcel No. 2093002025009000, FOREST PARK 3RD ADDITION, Lot 50, located at 624 W KANSAS, owned by ASCANIO, AUSTIN G. A notice of violation was sent to the owner on June 1, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 15, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 68: Parcel No. 2093002032016000, FOREST PARK 3RD ADDITION, Lot 103, located at 524 W FOREST, owned by WILSON, VAN H; HALFORD, MABEL SHIRLEY. A notice of violation was sent to the owner on June 14, 2023, and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 6, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 69: Parcel No. 2093002032016000, FOREST PARK 3RD ADDITION, Lot 103, located at 524 W FOREST, owned by WILSON, VAN H; HALFORD, MABEL SHIRLEY. A notice of violation was sent to the owner on June 14, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 15, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 70: Parcel No. 2093004023006000, HYDE AND JACKSON ADDITION, BLOCK 5, Lot 20., located at 115 W MADISON, owned by LANDSHARK RENTALS LLC. A notice of violation was sent to the owner on April 24, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on September 5, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 71: Parcel No. 2093004023006000, HYDE AND JACKSON ADDITION, BLOCK 5, Lot 20, located at 115 W MADISON, owned by LANDSHARK RENTALS LLC. A notice of violation was sent to the owner on April 24, 2023 and, after failing to comply, the City did cause

weeds or obnoxious vegetable growth to be cut on May 17, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 72: Parcel No. 2093004023010000, HYDE AND JACKSON ADDITION, N 84' LT 25 AND N 84' OF W 35' LT 24, BLK 5, located at 123 W MADISON, owned by BLANCETT, RICK M; BLANCETT, THOMAS J III. A notice of violation was sent to the owner on May 15, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on June 1, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 73: Parcel No. 2093004023010000, HYDE AND JACKSON ADDITION, N 84' LT 25 AND N 84' OF W 35' LT 24, BLK 5., located at 123 W MADISON, owned by BLANCETT, RICK M; BLANCETT, THOMAS J III. A notice of violation was sent to the owner on May 15, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on August 7, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 74: Parcel No. 2093004023013000, HYDE AND JACKSON ADDITION, BLOCK 5, Lot 28, located at 122 W JACKSON, owned by KARHOFF, MARK J; KARHOFF, LAWRENCE J. A notice of violation was sent to the owner on July 11, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 11, 2023. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 75: Parcel No. 2093104002005000, FOREST PARK 3RD ADDITION, Lot 109., located at 00000 W HUDSON, owned by MCGUIRE, SKYLER. A notice of violation was sent to the owner on August 31, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on February 14, 2024. The cost and expenses were three hundred twenty dollars and eighty-five cents, (\$320.85).

Section 76: Parcel No. 2093203016006000, S32, T30 , R25 , BEG 104' E NW COR SE1/4 SW1/4, TH S200, E 104, N 200, W 104, TO POB., located at 2102 ARIZONA, owned by WILLINGHAM, MARY A LOCK. A notice of violation was sent to the owner on June 8, 2023 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on July 6, 2023. The cost and expenses were three hundred seventy dollars and eighty-five cents, (\$370.85).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 76 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots or parcels or land.

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

PASSED AND APPROVED this 27th day of August, 2024.

Stu Hite, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Director of Property & Sanitation

DATE: August 21, 2024

SUBJECT: Agenda Item – August 27th 2024
Ordinance No. S-1101 – Trash Assessments

The Codes Enforcement Division, in the process of enforcing the City Codes, conducted inspections for complaints of trash. Notices were sent to the owner(s), occupant(s) and person(s)-in-charge where there was found to be a violation of the City Code directing their abatement.

Upon expiration of the allotted days, as provided in the City Code, the Codes Enforcement Division re-inspected the premises for compliance. If not removed, the Codes Enforcement Division caused the abatement of trash and debris by City crews. The City Codes provided that the cost of abating nuisances shall be placed as a special assessment against the property to be collected with the payment of real estate taxes.

The City staff has created the attached Ordinance No. S-1101 assessing the cost of trash and debris removal. City crews had to remove trash and debris from 39 properties. The owners of these properties were given the opportunity to pay the cost of abatements but declined to pay the cost for said trash and debris removal. Ordinance S-1101 assesses the cost of trash and debris removal from these 39 properties.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 27th, 2024. Action necessary will be to approve the Ordinance levying the costs of abating these nuisances.

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

Attachments: Ordinance S-1101 Trash Ordinance

(Published in The Morning Sun on _____)

ORDINANCE NO. S-1101

AN ORDINANCE, LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH REFUSE MATTER WAS LOCATED, TO PAY THE COST OF MAKING THE PREMISES SAFE AND HYGIENIC.

WHEREAS, the Building Official of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), occupant(s), or person(s)-in-charge, a public notice to remove nuisances from the lots or parcels of land described below.

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

That for the purpose of paying the costs and expenses incurred by the City in making said premises, upon which refuse matter was located, safe and hygienic, there is hereby levied against the real estate described herein the following special assessments:

Section 1: Parcel No. 2041703026012000, PITTSBURG TOWN CO 3RD ADDITION, W 100' N1/2 LT 23 AND W 100' LT 24, BLK 7, located at 2413 N LOCUST, owned by RYAN, LONNIE & LINDA. A notice of violation was sent to the owner on March 27, 2024 and, after failing to comply, the City did cause trash to be picked up on April 18, 2024. The cost and expenses were four hundred twenty-four dollars and fifty-nine cents, (\$424.59).

Section 2: Parcel No. 2041703024002000, MERWIN ADDITION, LT 2, LESS E 5', BLK 7, located at 128 E 21ST, owned by MID AMERICA PROPERTIES OF PITTSBURG, LLC. A notice of violation was sent to the owner on January 29, 2024 and, after failing to comply, the City did cause trash to be picked up on February 13, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 3: Parcel No. 2041804008003000, MARTIN PLACE SUBDIV LT C, W 30' LT 14 AND ALL LT 15, located at 105 W 22ND, owned by HOME OPPORTUNITY LLC. A notice of violation was sent to the owner on February 16, 2024 and, after failing to comply, the City did cause trash to be picked up on March 3, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 4: Parcel No. 2041804011003000, MARTIN PLACE SUBDIV LT C, W 5' LT 14 AND ALL LT 15, BLK 8., located at 105 W 21ST, owned by FALCON GROUP LLC. A notice of violation was sent to the owner on February 27, 2024 and, after failing to comply, the City did cause trash to be picked up on March 8, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 5: Parcel No. 2041804011008000, MARTIN PLACE SUBDIV LT C, BLOCK 8, Lot 23, located at 121 W 21ST, owned by PETERSON, GARY W. A notice of violation was sent to

the owner on December 6, 2023 and, after failing to comply, the City did cause trash to be picked up on December 18, 2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 6: Parcel No. 2041901005010000, K&T COAL CO 4TH ADDITION, BLOCK 5, Lot 18, located at 202 W 18TH, owned by TIERNEY, RITA A. A notice of violation was sent to the owner on March 14, 2023 and, after failing to comply, the City did cause trash to be picked up on March 30, 2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 7: Parcel No. 2041904010011000, PITTSBURG TOWN CO 3RD ADDITION, S 63' LTS 1, 2, BLK 6, located at 909 N PINE, owned by WALKER, CRAIG. A notice of violation was sent to the owner on March 14, 2023 and, after failing to comply, the City did cause trash to be picked up on April 4, 2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 8: Parcel No. 2041904016010000, PARK PLACE IMPRVMT 1ST ADDTN, E 60' LTS 111, 112, located at 508 W 8TH, owned by SMUTZ, RONALD W, Sr. A notice of violation was sent to the owner on March 1,2024 and, after failing to comply, the City did cause trash to be picked up on March 11,2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 9: Parcel No. 2041904024009000, PITTSBURG ORIGINAL TOWN, E 60' LTS 525 THRU 527, BLK 6, located at 306 W 7TH, owned by JOHNSON, STEVEN E; JOHNSON, DEBORA R; JOHNSON, TYLER J. A notice of violation was sent to the owner on March 1,2024 and, after failing to comply, the City did cause trash to be picked up on March 11, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 10: Parcel No. 2041904046013000, PARK PLACE IMPRVMT 1ST ADDTN, N1/2 LT 85., located at 401 N Miles, owned by STANDLEE, JAMES. A notice of violation was sent to the owner on August 3,2023 and, after failing to comply, the City did cause trash to be picked up on August 14,2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 11: Parcel No. 2041904047002000, GOFFS WEST ADDITION, BLOCK 1, Lot 3, 4, located at 503 W 5th St owned by ROSS, AUSTIN. A notice of violation was sent to the owner on February 16, 2024 and, after failing to comply, the City did cause trash to be picked up on February 26, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 12: Parcel No. 2041904047010000, PARK PLACE IMPRVMT 1ST SUBDIV, Lot C, located at 419 W 5TH, owned by MCCULLOUGH, MARCUS. A notice of violation was sent to the owner on February 1, 2024 and, after failing to comply, the City did cause trash to be picked up on February 13, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 13: Parcel No. 2041904048014000, PITTSBURG ORIGINAL TOWN, BLOCK 19, Lot 459, 460., located at 405 N WALNUT, owned by NEXTGEN PROPERTIES LLC SERIES PITTSBURG. A notice of violation was sent to the owner on Mach 9, 2023 and, after failing to comply, the City did cause trash to be picked up on April 5, 2023. The cost and expenses were three hundred twenty-eight dollars and thirty-two cents, (\$324.59).

Section 14: Parcel No. 2042002013011000, CHICAGO ADDITION, N 8.33' LT 14 AND ALL LT 16, BLK 10., located at 1709 N MICHIGAN, owned by KINCADE, WALTER A; KINCADE, MEYRI A. A notice of violation was sent to the owner on February 12, 2024 and, after failing to comply, the City did cause trash to be picked up on February 29, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 15: Parcel No. 2042002015008000, CHICAGO ADDITION, BLOCK 2, Lot 6, 8, located at 1709 N MICHIGAN, owned by HERNANDEZ, REINA LISETH MORAN. A notice of violation was sent to the owner on March 8, 2024 and, after failing to comply, the City did cause trash to be picked up on April 3, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 16: Parcel No. 2042002019011000, K&T COAL CO 2ND ADDITION, Lot 41, located at 1603 N LOCUST, owned by DIVER, IAN; DIVER, PAIGE. A notice of violation was sent to the owner on March 29, 2024 and, after failing to comply, the City did cause trash to be picked up on April 3, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 17: Parcel No. 2042002024002000, CHICAGO ADDITION, N1/2 LT 21 AND ALL LT 23, BLK 9, located at 1620 N SMELTER, owned by JONES, ALLEN K & SARA N. A notice of violation was sent to the owner on February 23, 2024 and, after failing to comply, the City did cause trash to be picked up on March 14, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 18: Parcel No. 2042002036011000, LEIGHTONS ADDITION, Lot 17., located at 1620 N SMELTER, owned by CAMPBELL, WILLIE J. A notice of violation was sent to the owner on March 8, 2024 and, after failing to comply, the City did cause trash to be picked up on March 22, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 19: Parcel No. 2042002037004000, LEIGHTONS ADDITION, Lot 20, located at 1308 N JOPLIN, owned by SERRANO, NOE. A notice of violation was sent to the owner on February 12, 2024 and, after failing to comply, the City did cause trash to be picked up on February 29, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 20: Parcel No. 2042002037005000, LEIGHTONS ADDITION, Lot 16, 18, located at 1306 N JOPLIN, owned by HERNANDEZ, WILFILDO DE LEON. A notice of violation was sent to the owner on February 12, 2024 and, after failing to comply, the City did cause trash to be

picked up on February 29, 2024. The cost and expenses were one hundred seventy-four dollars and fifty-nine cents, (\$174.59).

Section 21: Parcel No. 2042003003002000, PITTSBURG TOWN CO 4TH ADDITION, BLOCK 5, Lot 3, 4, located at 418 E 11TH, owned by VAQUIZ, RAMON SOTO. A notice of violation was sent to the owner on February 9, 2024 and, after failing to comply, the City did cause trash to be picked up on February 22, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 22: Parcel No. 2042003022006000, PITTSBURG TOWN CO 2ND ADDITION, BLOCK 4, Lot 7, located at 706 N JOPLIN, owned by MONTES SANCHEZ, EDGARDO YURANDI; MONTES, GLORIA. A notice of violation was sent to the owner on February 9, 2024 and, after failing to comply, the City did cause trash to be picked up on March 6, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 23 : Parcel No. 2042004008001000, PLAYTERS 4TH ADDITION, BEG SE COR LOT 1, BLOCK 5, TH W 80', N 142', E 80', S 142' TO POB., located at 907 N ROUSE, owned by WHITE, INDIA; HARDIMAN, STEVEN. A notice of violation was sent to the owner on February 21, 2024 and, after failing to comply, the City did cause trash to be picked up on March 3, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 24 : Parcel No. 2052103010010000, PLAYTERS 3RD ADDITION, LT 3, BLK 2 AND NW 1/2 ABAND RR ROW LYG ADJ SD LT, located at 916 E 8TH, owned by CHASE, GERRY & KIMBERLY. A notice of violation was sent to the owner on January 10, 2024 and, after failing to comply, the City did cause trash to be picked up on January 25, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 25 : Parcel No. 2052103023005000, JENNIS ADDITION TO E PIT, BLOCK 3, Lot 2, 3, located at 507 N FAIRVIEW, owned by CHASE, GARY; CHASE, LAURA. A notice of violation was sent to the owner on February 21, 2024 and, after failing to comply, the City did cause trash to be picked up on March 6, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 26 : Parcel No. 2092901003006000, LAPHAMS ADDITION, ALL LTS 49, 50, BLK 3 AND E1/2 VAC ALLEY ADJ SD LTS., located at 213 N PUTNAM, owned by FONTAINE, HELEN L. A notice of violation was sent to the owner on November 30, 2023 and, after failing to comply, the City did cause trash to be picked up on December 11, 2023. The cost and expenses were four hundred twenty-four dollars and fifty-nine cents, (\$424.59).

Section 27 : Parcel No. 2092903004008000, SANTA FE 1ST ADDITION, Lot 8, 9., located at 301 E PARK, owned by HARRIS, KEITH E & LISA A. A notice of violation was sent to the owner on March 2, 2023 and, after failing to comply, the City did cause trash to be picked up on April 5, 2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 28 : Parcel No. 2092903021011000, BRESEE TERRACE ADDITION, Lot 140 142, located at 419 E JEFFERSON, owned by JOPLIN ROCKWOOD LLC. A notice of violation was sent to the owner on January 5, 2024 and, after failing to comply, the City did cause trash to be picked up on January 25, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 29 : Parcel No. 2092904001004000, CARLETONS 1ST ADDITION, ACRES 1.1, W 20' LT 5 AND ALL LT 6., located at 902 E PARK, owned by JUAREZ, ALLAN; ORDONEZ, GLADYS. A notice of violation was sent to the owner on May 10, 2023 and, after failing to comply, the City did cause trash to be picked up on June 16, 2023. The cost and expenses were One thousand four hundred and seventy-four dollars and fifty-nine cents, (\$1474.59).

Section 30 : Parcel No. 2093001007006000, JOPLIN ADDITION EXHIBIT B, Lot 24, located at 606 W 3RD, owned by SWEENEY, J MILES; SWEENEY, KAREN S. A notice of violation was sent to the owner on June 13, 2023 and, after failing to comply, the City did cause trash to be picked up on July 13, 2023. The cost and expenses were five hundred twenty-four dollars and fifty-nine cents, (\$524.59).

Section 31 : Parcel No. 2093001028003000, PLAYTER SUBDIV OF ROGERS 1ST, BLOCK 2, Lot 4, located at 207 W ROSE, owned by FRANKLIN, DUSTIN R; FRANKLIN, TERESA L. A notice of violation was sent to the owner on February 5, 2024 and, after failing to comply, the City did cause trash to be picked up on February 19, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 32 : Parcel No. 2093001031011000, PLAYTERS ADDITION, W1/2 LT 63 AND ALL LT 64., located at 508 W KANSAS , owned by PEAK, BENJAMIN R. A notice of violation was sent to the owner on November 28, 2023 and, after failing to comply, the City did cause trash to be picked up on December 12, 2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 33 : Parcel No. 2093002031003000, FOREST PARK 3RD ADDITION, Lot 77, located at 705 W KANSAS , owned by SMITH; WILLIAM A; SMITH, CRYSTAL. A notice of violation was sent to the owner on August 10, 2023 and, after failing to comply, the City did cause trash to be picked up on September 6, 2023. The cost and expenses were eight hundred seventy-four dollars and fifty-nine cents, (\$874.59).

Section 34 : Parcel No. 2093002032022000, FOREST PARK 2ND ADDITION, Lot 109, located at 508 W FOREST , owned by WUERDEMAN, RONALD E. A notice of violation was sent to the owner on March 3, 2023 and, after failing to comply, the City did cause trash to be picked up on April 26, 2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 35 : Parcel No. 2093004004002000, STILWELL PLACE ADDITION, Lot 10, located at 303 W PARK, owned by RUEDA, TOMAS; RUEDA, HANNAH. A notice of violation was sent to the owner on April 13, 2023 and, after failing to comply, the City did cause trash to be

picked up on May 19, 2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 36 : Parcel No. 2093004023006000, HYDE AND JACKSON ADDITION, BLOCK 5, Lot 20, located at 115 W MADISON , owned by LANDSHARK RENTALS LLC. A notice of violation was sent to the owner on March 7, 2023 and, after failing to comply, the City did cause trash to be picked up on April 18, 2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 37 : Parcel No. 2093101010019000, COLLEGE HILL, Lot 1, located at 1712 S BROADWAY, owned by PSU PI KAPPA ALPHA INC. A notice of violation was sent to the owner on February 13, 2024 and, after failing to comply, the City did cause trash to be picked up on March 1, 2024. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 38 : Parcel No. 2093101012019000, COLLEGE HILL 2ND ADDITION, Lot 46, located at 1726 S WALNUT , owned by NOLAN, DANA L; NOLAN, ROSS M. A notice of violation was sent to the owner on July 27, 2023 and, after failing to comply, the City did cause trash to be picked up on August 21, 2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

Section 39 : Parcel No. 2093202008008000, BROADWAY PARK ADDITION, W 20' LT 13 AND ALL LT 15, BLK 6., located at 106 E CARLTON, owned by ICEFOX HOUSING LLC. A notice of violation was sent to the owner on June 8, 2023 and, after failing to comply, the City did cause trash to be picked up on July 13, 2023. The cost and expenses were three hundred twenty-four dollars and fifty-nine cents, (\$324.59).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 39 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots or parcels or land.

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

PASSED AND APPROVED this 27th day of August, 2024.

Stu Hite, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Director of Property & Sanitation

DATE: August 21, 2024

SUBJECT: Agenda Item – August 27th, 2024
Ordinance No. S-1102 – Demolition Assessments

The Building Services Division, in the process of enforcing the City Codes, holds Dilapidated Structure Hearings to review complaints of unsafe and unsanitary structures with the owner(s), occupant(s) and person(s)-in-charge where there was found to be a violation of the City Code.

As a result of the hearings, the owner(s), occupant(s) and person(s)-in-charge are either directed to make certain repairs to bring the structures up to Code or to demolish said structures and to clean said properties. If, after 30 days, such owner(s), occupant(s) and person(s)-in-charge fail or refuse to comply with the issued orders, the City contracts out the removal and cleaning of the properties and then assesses the cost for said removal against the lot or parcel of land on which the structures were located. If there is an immediate threat to public health and safety, the Building Official can waive the 30-day compliance date and address the structure immediately. The attached Ordinance S-1102 assesses the cost of the removal and cleaning of 5 properties where the owner(s), occupant(s) and person(s)-in-charge failed to demolish said structures.

The City passes Ordinances only one time each year to assess the cost for abatement of nuisances. If approved, this Ordinance will be certified to the County Clerk and will appear on the tax statements later this year.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 27th, 2024. Action necessary will be to approve the ordinance levying the costs of abating these nuisances.

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

Attachments: Ordinance S-1102 Demolition Ordinance

(Published in The Morning Sun on _____)

ORDINANCE NO. S-1102

AN ORDINANCE, LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH A PUBLIC NUISANCE WAS LOCATED, TO PAY THE COST OF ABATING THE NUISANCE.

WHEREAS, the Building Official of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), occupant(s), or person(s)-in-charge, a public notice to remove a nuisance from the lot or parcel of land described herein, and

WHEREAS, after thirty (30) days, upon failure or refusal, such owner(s), occupant(s), or person(s)-in-charge to comply with the provisions of said notice, the City did proceed to abate and remove the nuisance from said lot or parcel of land

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

That for the purpose of paying the costs and expenses incurred by the City in abating the nuisance upon the premises, where a nuisance was located, there is hereby levied against the real estate described herein the following special assessments:

Section 1: Parcel No. 2041903009001000, PARK PLACE IMPRVMT 1ST ADDTN, Lot 181 located at 711 N Woodland, owned by RETHORST, JOHN SUMNER & I C/O MICHAEL MOORE. Notice of violation was sent to the owner on August 16, 2023 and, after failing to comply, the City did cause demolition on August 17, 2023. The cost and expenses were two thousand six hundred fifty-five dollars and thirty-five cents, (\$2,655.35).

Section 2: Parcel No. 2041903021018000, STOWERS SUBDIV OF WARREN SUBDV, Lot 4, located at 417 N WARREN, owned by WEST, STEVEN L C/O JASON WEST. A notice of violation was sent to the owner on July 3, 2023 and, after failing to comply, the City did cause demolition on September 6, 2023. The cost and expenses were five thousand one hundred thirty dollars and thirty-five cents, (\$5,130.35).

Section 3: Parcel No. 2042002030020000, NORTH PITTSBURG 1ST ADDITION, W 59' S1/2 LT 13., located at 107 W 14TH ST owned by NYACHIRA, PETER: KOLANCNY. A notice of violation was sent to the owner on February 3, 2023 and, after failing to comply, the City did cause demolition on June 7, 2023. The cost and expenses were nine thousand eight hundred eighty dollars and thirty-five cents, (\$9,880.35).

Section 4: Parcel No. 2042003014014000, PITTSBURG TOWN CO 4TH ADDITION, BLOCK 10, Lot 24., located at 523 E 8TH ST, owned by JAMES, JOSEPH E. A notice of violation was sent to the owner on May 3, 2022 and, after failing to comply, the City did cause demolition on August 31, 2023. The cost and expenses were five thousand one hundred eighty dollars and thirty-five cents, (\$5,180.35).

Section 5: Parcel No. 2041903024001000, CONNS ADDITION, Lot 31., located at 424 North Chestnut, owned by FORD, HENRY J; FORD, BONNIE J. A notice of violation was sent to the owner on June 1, 2023 and, after failing to comply, the City did cause demolition on June 27, 2023. The cost and expenses were five thousand five hundred fifty-nine dollars and forty-four cents, (\$5,559.44).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 5 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots or parcels or land.

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

PASSED AND APPROVED this 27th day of August, 2024.

Stu Hite, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jay Byers, Deputy City Manager

DATE: August 15, 2024

SUBJECT: ConvergeOne Master Sales and Cloud Services Agreements

As part of its security upgrades of its technical systems, the City has purchased a new telephone system through its technology consultant ConvergeOne.

ConvergeOne has asked us to enter into a master sales agreement and, as the new telephone system is cloud-based, an agreement for cloud services. These agreements clarify the contractual relationship between the City and ConvergeOne relating to this system and related services.

Please place an agenda item on the consent agenda for each of these contracts for the Mayor's signature. No new items are being purchased and no additional funding is required.

“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.”

“Approval of a Master Sales Agreement with ConvergeOne regarding sales of hardware and software, installation, management, support, and monitoring services.”

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 4th 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 Seller's 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 customer's 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: July 30, 2024

SELLER **CONVERGEONE, INC.**
OR C1: 10900 Nesbitt Avenue S
 Bloomington, MN 55437

CUSTOMER: **CITY OF PITTSBURG**
 201 W 4th Street
 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”); provided that software, whether third party software or C1 software, includes on-premise perpetual and/or subscription-based software and software as a service and/or cloud subscriptions;
 - 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 identified in the sales order documentation (collectively, an “Order”), 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 “Solution Summary” which summarizes the Products and/or Services included in the other Order documents identified below;
 - ii) A “Statement of Work” or “Scope of Work” (“SOW”) or Terms of Service (“TOS”) which describes the Services to be performed; provided that SOW and TOS may be used interchangeably;
 - iii) 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;
 - iv) 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
 - v) Any Solution Quote or other formal quote to which you and Seller mutually agree.

The Order and all applicable supporting documents will be governed by the terms of this Agreement even in the absence of a reference to this Agreement. 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 an Order, 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 Order. 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 Order 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 Order 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 Order, the purchase price of the Products and/or Services set forth in each Order 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 Order, a deposit may be required and shall be due upon execution of the Order.
- (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 Order 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 Order is executed to avoid being liable for sales tax on the Products and/or Services provided under the pertinent Order; and

- b) May assign an Order 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 an Order, 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 withholding's 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. **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.

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 ORDER. 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 Kansas, 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 Order, may be found in the Order.

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 an Order for which the Managed Services are to be provided.
- (c) "Managed Sites" are the locations specified on each applicable Order.

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 Order. The Price set forth on such Order 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 Order.

(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 Order, 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 Order, 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 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 Order 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 Order. 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 an Order for which the Maintenance Services are to be provided; and (2) Added Products.
- (h) “Supported Sites” are the locations specified on an Order.
- (i) “Supported Systems” are the networks specified on an Order, 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 Order. The Price set forth on the pertinent Order 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 Order 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 Order 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 Order.
- (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 Order.
- (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 Order 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 Order 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 an Order 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 Order 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 Order.

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 Order, 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 Order, 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 an Order 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 Order 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 Order. 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.

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 4th 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 Seller's 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 customer's 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.



Interoffice Memorandum

TO: Daron Hall, City Manager
FROM: Tammy Nagel, City Clerk
DATE: August 15th, 2024
SUBJECT: Agenda Item – August 27th, 2024
Selection of League Voting Delegates

The City of Pittsburg has received notification from the League of Kansas Municipalities that we must again provide the names of our voting delegates and alternate delegates for the 2024 League of Kansas Municipalities Conference scheduled for October 10th – 12th, 2024. The conference this year will take place in Wichita, Kansas. The voting delegates will represent the City of Pittsburg at the Business Meeting and Convention of Voting Delegates on Saturday, October 12th, 2024.

Based on those members of the City Commission and staff that have indicated they plan to attend this year's meeting, I am recommending the following:

Voting Delegates

1. Stu Hite
2. Cheryl Brooks
3. Chuck Munsell
4. Ron Seglie

Alternates

1. Dawn McNay
2. Daron Hall
3. Jay Byers
4. Tammy Nagel

Please place this item on the August 27th, 2024, City Commission Meeting agenda. Action requested is the appointment of a maximum of four voting delegates and a maximum of four alternate delegates to represent the City during the 2024 League of Kansas Municipalities Conference.

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 8/07/2024 THRU 8/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK					
	C-CHECK	V	8/08/2024			195995		
	C-CHECK	V	8/08/2024			195998		
	C-CHECK	V	8/08/2024			195999		
8943	NEBRASKA ASSOCIATION POLYGRAPH							
	C-CHECK	V	8/08/2024			196009		300.00CR
8810	NEBRASKA ASSOCIATION POLVOIDED							
	C-CHECK	V	8/09/2024			196022		7,670.77CR
	C-CHECK	V	8/15/2024			196029		
	C-CHECK	V	8/15/2024			196030		
	C-CHECK	V	8/15/2024			196058		
	C-CHECK	V	8/15/2024			196061		
	C-CHECK	V	8/15/2024			196062		
	C-CHECK	V	8/15/2024			196063		
	C-CHECK	V	8/15/2024			196064		

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

VOID CHECKS:	12	VOID DEBITS	0.00		
		VOID CREDITS	7,970.77CR	7,970.77CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			12	7,970.77CR	0.00	0.00
BANK: *		TOTALS:	12	7,970.77CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 8/07/2024 THRU 8/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8784	LABETTE BANK							
I-202408066014	2023 PIERCE PUMPER PAYMENT 2	E	8/07/2024	207,354.43		023061		207,354.43
0748	CONRAD FIRE EQUIPMENT							
I-577013	TRANSDUCER, WATER/FOAM	E	8/09/2024	209.28		023062		209.28
1478	KANSASLAND TIRE #1828							
I-37866	STREET: NEW TIRES X 2	E	8/09/2024	232.10		023063		
I-37879	PD: LEFT REAR TIRE REPAIR	E	8/09/2024	21.00		023063		
I-37988	UTILITIES: NEW TIRES X 6	E	8/09/2024	989.88		023063		
I-38056	STREET: LOOSE TIRE REPAIR	E	8/09/2024	21.00		023063		
I-38081	PD: LEFT REAR TIRE REPAIR	E	8/09/2024	21.00		023063		1,284.98
7392	ASSURECO RISK MANAGEMENT & REG							
I-13528	AUGUST 2024 EPA RMP COMPLIANCE	E	8/09/2024	350.00		023064		350.00
8724	ASSURED PARTNERS CAPITAL, INC							
I-72390	PROP & LIAB INS	E	8/09/2024	3,750.00		023065		
I-72391	PROP & LIAB INS	E	8/09/2024	3,750.00		023065		7,500.00
8737	EK ENTERPRISE							
I-214	PIZZA FOR PAC/BALL CONCESSIONS	E	8/09/2024	1,034.00		023066		1,034.00
8782	ED MILLER AUTO SUPPLY							
C-202408076025	12/20/2023 CREDIT/STATEMENT	E	8/09/2024	94.52CR		023067		
C-202408076026	12/31/2023 CREDIT/STATEMENT	E	8/09/2024	5.54CR		023067		
C-202408076027	2/18/2024 CREDIT/STATEMENT	E	8/09/2024	411.18CR		023067		
C-202408076028	2/28/2024 CREDIT/STATEMENT	E	8/09/2024	10.28CR		023067		
C-202408076029	3/25/2024 CREDIT/STATEMENT	E	8/09/2024	195.22CR		023067		
C-202408076030	6/24/2024 CREDIT/STATEMENT	E	8/09/2024	67.96CR		023067		
I-023305	MISC FILTERS	E	8/09/2024	254.39		023067		
I-026322	FUSE	E	8/09/2024	15.50		023067		
I-026524	MOTOR OIL X 24	E	8/09/2024	111.12		023067		
I-027142	PANEL FILTER X 7	E	8/09/2024	91.91		023067		
I-027143	PANEL FILTER X 3	E	8/09/2024	39.39		023067		
I-027266	POWERATED BELT	E	8/09/2024	17.56		023067		
I-027471	BATTERY CABLES	E	8/09/2024	64.08		023067		
I-027658	DISC BRAKE PADS X 2	E	8/09/2024	151.26		023067		
I-027697	HOSE CLAMP, AIR BRAKE HOSE	E	8/09/2024	38.50		023067		
I-027790	SMALL MOTOR	E	8/09/2024	27.46		023067		26.47
8841	STAR WHOLESALE SUPPLY CO INC							
I-5524172	90 PNTD GROOVED 3, COUPLING	E	8/09/2024	100.04		023068		100.04

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8842	CARDS KS LLC							
I-832355	AUG 2024 TRASH SERVICE	E	8/09/2024	1,384.00		023069		1,384.00
8914	ALL PRO LAWN CARE & SNOW REMOV							
I-1266	LAND BANK MOWING: 8/2/24	E	8/09/2024	1,056.00		023070		1,056.00
8925	JEFFREY TANGNEY							
I-202408086042	UMPIRE	E	8/09/2024	25.00		023071		25.00
8939	RIVERVIEW SOD RANCH, INC							
I-20247504	BERMUDA SOD	E	8/09/2024	4,900.00		023072		4,900.00
8941	JOPLIN CUSTOM FENCE							
I-7-25-24	AIRPORT: CORP HANG ENT GATE	E	8/09/2024	210.00		023073		210.00
8942	VERSATERM PUBLIC SAFETY US, IN							
I-INV37-01057	NEXTGEN SOFTWARE MAINTENANCE	E	8/09/2024	1,857.11		023074		1,857.11
0038	LEAGUE OF KANSAS MUNICIPALITIE							
I-200013380	TRAFFIC ORD/PUB OFF CODES	E	8/09/2024	1,431.02		023075		1,431.02
0046	ETTINGERS OFFICE SUPPLY							
I-561620-0	MISC OFFICE SUPPLIES	E	8/09/2024	100.00		023076		
I-561623-0	OFFICE CHAIR	E	8/09/2024	299.99		023076		
I-561841-0	PD: MISC OFFICE SUPPLIES	E	8/09/2024	451.50		023076		
I-561842-0	PD: FILING CABINET	E	8/09/2024	300.00		023076		
I-561952-0	MISC OFFICE SUPPLIES	E	8/09/2024	54.08		023076		1,205.57
0055	JOHN'S SPORT CENTER, INC.							
I-21590	J VERREN: BOOTS	E	8/09/2024	150.00		023077		
I-21593	J VERREN: JEANS	E	8/09/2024	132.00		023077		282.00
0072	KEN ROBERTSON							
I-202408076036	PICKLEBALL CAMP INSTRUCTOR	E	8/09/2024	200.00		023078		200.00
0101	BUG-A-WAY INC							
I-134234	1301 N WALNUT: MONTHLY SERVICE	E	8/09/2024	50.00		023079		
I-134235	1506 N WALNUT: MONTHLY SERVICE	E	8/09/2024	55.00		023079		
I-134243	303 MEM DR: MONTHLY SERVICE	E	8/09/2024	55.00		023079		160.00
0112	MARRONES INC							
I-W110643	MISC JANITORIAL SUPPLIES	E	8/09/2024	97.95		023080		
I-W112360	FD: MISC JANITORIAL SUPPLIES	E	8/09/2024	10.39		023080		108.34

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0194	KANSAS STATE TREASURER							
I-202408056011	JULY 2024 COURT FEES	E	8/09/2024	3,031.50		023081		3,031.50
0207	PEPSI-COLA BOTTLING CO OF PITT							
I-1017386	MACC: WATER FOR CONCESSIONS	E	8/09/2024	86.10		023082		86.10
0292	UNIFIRST CORPORATION							
I-1920073622	BAGGED WIPERS	E	8/09/2024	52.21		023083		52.21
0294	COPY PRODUCTS, INC.							
I-513720	COPIER MAINTENANCE	E	8/09/2024	1,633.34		023084		1,633.34
0317	KUNSHEK CHAT & COAL CO, INC.							
I-19031	AB3 ROCK	E	8/09/2024	3,390.12		023085		
I-19070	CLEAN ROCK	E	8/09/2024	2,499.36		023085		5,889.48
0328	KANSAS ONE-CALL SYSTEM, INC							
I-4070441	266 LOCATES @ \$1.20	E	8/09/2024	319.20		023086		319.20
0597	CORNEJO & SONS LLC							
I-689310	STORM WATER: ROCK	E	8/09/2024	262.14		023087		
I-739944	7 & TAYLOR: RIP RAP	E	8/09/2024	169.05		023087		
I-740480	7 & TAYLOR: AB-3/AS-1	E	8/09/2024	110.96		023087		542.15
0650	HOME CENTER CONSTRUCTION							
I-8907-1	TURF TEE BOXES	E	8/09/2024	16,200.00		023088		
I-8907-2	DRIVING RANGE CONCRETE	E	8/09/2024	5,520.00		023088		
I-8907-3	CLUBHOUSE PATHWAY	E	8/09/2024	19,260.00		023088		40,980.00
0746	CDL ELECTRIC COMPANY INC							
I-W16278	LIBRARY: PRV LEAK REPAIR	E	8/09/2024	90.00		023089		
I-W17223	ANNUAL GENERATOR MAINTENANCE	E	8/09/2024	6,887.00		023089		6,977.00
1075	COASTAL ENERGY CORP							
I-210335	SS-1H	E	8/09/2024	1,915.90		023090		1,915.90
2035	O'BRIEN ROCK CO., INC.							
I-126326	7 & TAYLOR: CONCRETE	E	8/09/2024	303.50		023091		
I-126488	HUDSON & ELM: CONCRETE	E	8/09/2024	919.75		023091		1,223.25
2186	PRODUCERS COOPERATIVE ASSOCIAT							
I-1011293	MT OLIVE: UNLEADED FUEL	E	8/09/2024	908.04		023092		
I-1011308	4 OAKS: UNLEADED FUEL	E	8/09/2024	1,542.56		023092		
I-1011309	4 OAKS: DIESEL FUEL	E	8/09/2024	1,416.97		023092		
I-9073124	FINANCE CHARGE	E	8/09/2024	4.69		023092		3,872.26

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2921	DATA PROSE LLC							
I-DP2403452	JULY 2024 FEES	E	8/09/2024	5,238.80		023093		5,238.80
2960	PACE ANALYTICAL SERVICES LLC							
I-2460208941	2024 LAB FEES	E	8/09/2024	695.90		023094		
I-2460209606	2024 LAB FEES	E	8/09/2024	256.40		023094		
I-2460209607	2024 LAB FEES	E	8/09/2024	709.50		023094		
I-2460209896	2024 LAB FEES	E	8/09/2024	868.40		023094		2,530.20
3126	W.W. GRAINGER, INC							
I-9176057918	CASINO LIFT STATION: BLOWER	E	8/09/2024	83.30		023095		83.30
4307	HENRY KRAFT, INC.							
I-454922	MACC: MISC JANITORIAL SUPPLIES	E	8/09/2024	336.91		023096		
I-454934	MACC: MISC JANITORIAL SUPPLIES	E	8/09/2024	141.96		023096		
I-455624-1	MACC: MISC JANITORIAL SUPPLIES	E	8/09/2024	45.23		023096		
I-457475	MISC JANITORIAL SUPPLIES	E	8/09/2024	151.36		023096		675.46
4618	TRESA LYNNE MILLER							
I-202408056012	JULY 2024 PROBATION FEE	E	8/09/2024	839.50		023097		839.50
5049	CRH COFFEE INC							
I-1592527	4 OAKS: COFFEE	E	8/09/2024	65.40		023098		65.40
5275	US LIME COMPANY-ST CLAIR							
I-3138251	HYDRATE BULK	E	8/09/2024	6,338.06		023099		6,338.06
5648	JASON WISKE							
I-AUG 2024	2024 COURT SERVICE FEE	E	8/09/2024	1,000.00		023100		1,000.00
5855	STERICYCLE, INC.							
I-8007929117	CITY HALL: SHREDDING	E	8/09/2024	912.37		023101		
I-8007929118	CITY HALL: HARD DRIVE	E	8/09/2024	8,646.30		023101		9,558.67
6175	HENRY C MENGHINI							
I-7439	JULY 2024 PHOTOCOPIES	E	8/09/2024	12.00		023102		
I-7442	8-7-24 EDAC MEETING	E	8/09/2024	270.00		023102		282.00
6209	MYTOWN MEDIA							
I-6856-00021-0003	ADVERTISING	E	8/09/2024	166.67		023103		166.67
6389	PROFESSIONAL TURF PRODUCTS LP							
I-1640434-00	CABLE ACCELERATOR	E	8/09/2024	217.13		023104		
I-1646253-00	CABLE CLUTCH	E	8/09/2024	204.76		023104		
I-1646367-00	LATCH ASM, ROLLER LOCK, BUSHING	E	8/09/2024	659.16		023104		1,081.05

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6777	DH PACE CO							
I-SVC/268-400564	TRAFFIC: OVERHEAD DOOR	E	8/09/2024	2,994.00		023105		2,994.00
7023	BLEVINS ASPHALT CONSTRUCTION C							
I-9535	ASPHALT	E	8/09/2024	11,168.40		023106		
I-9540	ASPHALT	E	8/09/2024	904.20		023106		
I-9574	ASPHALT	E	8/09/2024	903.60		023106		12,976.20
7240	JAY HATFIELD CERTIFIED USED CA							
I-51763	KEY FOB X4, KEY X4	E	8/09/2024	1,130.74		023107		
I-51764	KEY FOB X6, KEY X6	E	8/09/2024	1,661.14		023107		2,791.88
7407	LIMELIGHT MARKETING LLC							
I-6535	AUGUST 2024 WEBSITE RETAINER	E	8/09/2024	600.00		023108		
I-6566	JULY OVERAGE	E	8/09/2024	1,350.00		023108		1,950.00
7480	RODGER PETRAIT							
I-202408086039	UMPIRE	E	8/09/2024	100.00		023109		100.00
7620	POMP'S TIRE SERVICE INC							
I-1220037853	TIRE SERVICE	E	8/09/2024	66.00		023110		66.00
7749	CHARLIE PHILLIPS							
I-202408086048	FM TOKEN REFUND	E	8/09/2024	223.00		023111		223.00
7754	WILLOW TREE WEAVING							
I-202408086051	FM TOKENS	E	8/09/2024	5.00		023112		5.00
8103	ANDY ROBERTS							
I-202408086055	FM TOKENS	E	8/09/2024	7.00		023113		7.00
8200	PLUNKETT'S PEST CONTROL INC							
I-8704660	AUG 2024 PEST CONTROL	E	8/09/2024	649.62		023114		649.62
8326	KAYLYN HITE							
I-AUG 2024	2024 COURT SERVICE FEE	E	8/09/2024	1,000.00		023115		1,000.00
8535	HEALTH PLANS, INC							
I-07/16/2024	AUGUST 2024	E	8/09/2024	46,359.14		023116		46,359.14
8629	DAVID LEON GIEFER							
I-202408086054	FM TOKEN REFUND	E	8/09/2024	29.00		023117		29.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8649	UPLINK, LLC							
I-11075	CITY HALL: SECURITY MONITORING	E	8/09/2024	27.00		023118		
I-17580	CITY HALL: SECURITY MONITORING	E	8/09/2024	27.00		023118		54.00
8682	INFRASTRUCTURE TECHNOLOGIES LL							
I-B2272	IT PIPES SUBSCRIPTION	E	8/09/2024	17,350.00		023119		17,350.00
8729	NATHAN HUGHES							
I-202408086037	UMPIRE	E	8/09/2024	150.00		023120		150.00
8732	BRANDON SPEAR							
I-202408086041	UMPIRE	E	8/09/2024	100.00		023121		100.00
8877	JOSE GARCIA							
I-202408076035	MUDDING/TAPING/TEXTURE	E	8/09/2024	800.00		023122		800.00
8879	DEREK MCNAUGHT							
I-202408086040	UMPIRE	E	8/09/2024	175.00		023123		175.00
8919	CALEB KLAUMAN							
I-202408086038	UMPIRE	E	8/09/2024	100.00		023124		100.00
1478	KANSASLAND TIRE #1828							
I-38054	PD: LOOSE TIRE REPAIR	E	8/16/2024	21.00		023125		
I-38134	SANITATION:RT REAR TIRE REPAIR	E	8/16/2024	21.00		023125		
I-38202	STREET: NEW TIRE	E	8/16/2024	149.26		023125		
I-38203	PD: RIGHT FRONT TIRE REPAIR	E	8/16/2024	21.00		023125		212.26
4603	KANSAS GOLF AND TURF INC							
I-02-326563	SM-BELT SMITHCO	E	8/16/2024	113.34		023126		
I-02-328749	SM-BELT	E	8/16/2024	189.53		023126		302.87
8205	MRI SOFTWARE LLC							
I-MRIUS2057645	AUGUST LICENSE FEE	E	8/16/2024	916.08		023127		
I-MRIUS2060090	JULY ACCOUNTING FEE	E	8/16/2024	535.58		023127		1,451.66
8232	BAYSINGERS POLICE SUPPLY INC							
I-1068616	MISC FRONT ID PANELS	E	8/16/2024	60.00		023128		60.00
8400	TK ELEVATOR CORPORATION							
I-6000710507	STILWELL APARTMENTS	E	8/16/2024	990.00		023129		990.00
8467	WASTE CORPORATION OF KANSAS, L							
I-AM0001428399	BULK ITEM PICKUP	E	8/16/2024	4,651.95		023130		4,651.95

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8708	NOTCH 8, LLC							
I-2024-7	MT OLIVE MAINTENANCE	E	8/16/2024	18,681.34		023131		18,681.34
8782	ED MILLER AUTO SUPPLY							
I-026663	BRAXTON STCVR UNIV GY	E	8/16/2024	40.58		023132		
I-027479	FUEL FILTER	E	8/16/2024	18.52		023132		
I-027541	PLUG TAP/HD DRILL BIT	E	8/16/2024	6.22		023132		
I-027551	HD DRILL BIT	E	8/16/2024	4.20		023132		
I-027766	HYD HOSE FITTINGS/ADAPTER	E	8/16/2024	43.29		023132		
I-027900	U JOINT X2	E	8/16/2024	29.66		023132		
I-028124	NAPA 5 GAL DEX III	E	8/16/2024	75.98		023132		
I-028280	DELO 400 40W GAL	E	8/16/2024	55.98		023132		
I-028281	SPIN ON FLUID FILTER X3	E	8/16/2024	31.49		023132		
I-028335	TRANS FILTER	E	8/16/2024	71.00		023132		
I-028439	STARTER BUTTON	E	8/16/2024	12.05		023132		
I-028447	HD 50 50 AF 1 GAL,CHAMOIS, ETC	E	8/16/2024	93.76		023132		
I-028549	CBC 30HB CIRCUIT BREAKER	E	8/16/2024	3.86		023132		
I-028550	CBC 30HB CIRCUIT BREAKER X4	E	8/16/2024	15.44		023132		
I-028643	SWITCH - COMBINATION F150	E	8/16/2024	47.48		023132		
I-028800	SPARK PLUG X3	E	8/16/2024	9.63		023132		559.14
8842	CARDS KS LLC							
I-835236	WWTP: ROLLOFF SWAP X2	E	8/16/2024	400.00		023133		400.00
8882	FIRST RESPONDER OUTFITTERS, IN							
I-169586-1	MISC UNIFORM SUPPLIES	E	8/16/2024	378.09		023134		378.09
8886	RED EQUIPMENT, LLC							
I-P01165	FILTER ELEMENT	E	8/16/2024	131.46		023135		131.46
8925	JEFFREY TANGNEY							
I-202408156081	UMPIRE	E	8/16/2024	50.00		023136		50.00
8941	JOPLIN CUSTOM FENCE							
I-202408136067	PD: REPLACE DC DRIVE BOARD	E	8/16/2024	1,050.00		023137		1,050.00
8951	TANYA SMITH							
I-202408146079	FARMERS MARKET TOKENS	E	8/16/2024	6.00		023138		6.00
8952	ARCTIC WOLF NETWORKS, INC.							
I-INV93761	CYBERSECURITY INCIDENT	E	8/16/2024	38,463.95		023139		
I-INV99866	CYBERSECURITY INCIDENT	E	8/16/2024	9,732.80		023139		48,196.75

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0038	LEAGUE OF KANSAS MUNICIPALITIE							
I-200013554	10/24: CITY ATTN ASSOC OF KS	E	8/16/2024	120.00		023140		120.00
0054	JOPLIN SUPPLY COMPANY							
I-S4898331.001	MISC TEE SADDLES	E	8/16/2024	694.19		023141		
I-S4902602.001	STARPIPE MJGP04 4" MJ ACCES	E	8/16/2024	477.75		023141		1,171.94
0055	JOHN'S SPORT CENTER, INC.							
I-21592	A JAMES: JEANS	E	8/16/2024	130.50		023142		
I-21612	R EDWARDS: BOOTS	E	8/16/2024	150.00		023142		280.50
0068	BROOKS PLUMBING LLC							
I-536456	CITY HALL: REMOVE RADIATOR	E	8/16/2024	386.67		023143		386.67
0112	MARRONES INC							
I-112704	MISC JANITORIAL SUPPLIES	E	8/16/2024	36.98		023144		36.98
0133	JIM RADELL CONSTRUCTION COMPAN							
I-1171	VILLAGE DR ST LIGHT	E	8/16/2024	3,400.00		023145		
I-1172	3RD & BROADWAY:1" WATER LINE	E	8/16/2024	2,925.00		023145		6,325.00
0199	KIRKLAND WELDING SUPPLIES							
I-677588	STREETS: LEASE FOR WELDING	E	8/16/2024	91.00		023146		91.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA							
I-202408156090	JUNE 2024 PRISONERS HELD	E	8/16/2024	4,975.00		023147		4,975.00
0409	WISEMAN'S DISCOUNT TIRE INC							
I-385340	ATF	E	8/16/2024	320.00		023148		
I-385427	AIRLOC TURF 6 PLY	E	8/16/2024	119.90		023148		
I-385485	4. 10/3.50-5NHS TUBE X4	E	8/16/2024	39.80		023148		479.70
0577	KANSAS GAS SERVICE							
I-202408136068	WWTP: MONTHLY SERVICE	E	8/16/2024	433.32		023149		
I-202408136069	ASPHALT PLANT: MONTHLY SERV	E	8/16/2024	100.32		023149		
I-202408136070	HOUSING: MONTHLY SERVICE	E	8/16/2024	51.89		023149		
I-202408136071	FD #1: MONTHLY SERVICE	E	8/16/2024	102.71		023149		
I-202408146077	MEM AUD: MONTHLY SERVICE	E	8/16/2024	92.80		023149		781.04
0650	HOME CENTER CONSTRUCTION							
I-8919	E 7TH ST STORM PIPE	E	8/16/2024	10,235.00		023150		10,235.00
0659	PAYNES INC							
I-41230	REPAIR HYD CYL STUMP GRINDER	E	8/16/2024	170.76		023151		
I-41240	REPAIR HYD CYL STUMP GRINDER	E	8/16/2024	300.34		023151		471.10

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1733	BMI, INC							
I-685761	SHEET CARBON, CHANNEL CARBON	E	8/16/2024	303.25		023152		303.25
1792	B&L WATERWORKS SUPPLY, LLC							
I-011609	6X4 TAPPING SLEEVE, 4" FLANGE	E	8/16/2024	1,298.98		023153		
I-011857	6" PRESSURE TAP ON 12" C900	E	8/16/2024	450.00		023153		
I-011902	1" SDR 9 BLUE TUBING	E	8/16/2024	180.00		023153		
I-011919	FS1-485-20" & 24" FORD CLAMPS	E	8/16/2024	1,890.39		023153		3,819.37
2186	PRODUCERS COOPERATIVE ASSOCIAT							
I-1046686	FD1 GENERATOR: FUEL	E	8/16/2024	777.76		023154		777.76
2767	BRENNTAG SOUTHWEST, INC							
I-BSW564969	2024 LIQUID CHLORINE	E	8/16/2024	3,992.00		023155		3,992.00
2960	PACE ANALYTICAL SERVICES LLC							
I-2460210183	2024 LAB FEES	E	8/16/2024	709.50		023156		
I-2460210645	2024 LAB FEES	E	8/16/2024	703.40		023156		1,412.90
3126	W.W. GRAINGER, INC							
I-9183941294	O-RING	E	8/16/2024	7.68		023157		
I-9191124503	INDOOR DIG HYGROMETER	E	8/16/2024	63.30		023157		70.98
3802	BRENNTAG MID-SOUTH INC							
I-BMS734063	2024 ALUMINUM SULFATE	E	8/16/2024	3,245.00		023158		3,245.00
4307	HENRY KRAFT, INC.							
I-458041	MACC: MISC JANITORIAL SUPPLIES	E	8/16/2024	18.14		023159		18.14
4766	ACCURATE ENVIRONMENTAL LLC							
I-SU38189	DPD FREE CHLORINE REAGENT	E	8/16/2024	2,991.60		023160		2,991.60
5317	ULINE							
I-23458174	PD: RECLOSE BAGS/SHARPS CONT.	E	8/16/2024	303.95		023161		303.95
5640	WELLPATH LLC							
I-INV0119397	INMATE HEALTHCARE	E	8/16/2024	36.00		023162		36.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO							
I-224-227963-00	INMATE HEALTHCARE	E	8/16/2024	37.14		023163		
I-224-227964-00	INMATE HEALTHCARE	E	8/16/2024	147.09		023163		184.23
5855	STERICYCLE, INC.							
I-8007811105	PD: SHREDDING	E	8/16/2024	220.86		023164		220.86

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5931	VOGEL HEATING & COOLING INC							
I-08-06-2024	WWTP: OFFICE AC REPAIR	E	8/16/2024	168.00		023165		
I-08-08-2024	REPLACE COMPRESSOR N TOWER	E	8/16/2024	1,985.00		023165		2,153.00
6846	GREENWAY ELECTRIC, INC.							
I-18823T-001	EMER REPAIR: CENTEN LIFT STN	E	8/16/2024	1,466.26		023166		1,466.26
6851	SCHULTE SUPPLY INC							
I-S1216380.001	8" MAXADAPTER UNIV REPAIR	E	8/16/2024	2,201.76		023167		
I-S1216411.001	12" MAXADAPTER UNIV REPAIR	E	8/16/2024	1,100.16		023167		3,301.92
7023	BLEVINS ASPHALT CONSTRUCTION C							
I-9587	ASPHALT	E	8/16/2024	2,707.20		023168		2,707.20
7620	POMP'S TIRE SERVICE INC							
I-1220038043	ROAD SERVICE/O-RING	E	8/16/2024	274.70		023169		274.70
7629	EARLES ENGINEERING & INSPECTIO							
I-17451	2024 ENGINEERING CONTRACT	E	8/16/2024	4,370.80		023170		
I-17457	LIME PIT ENGINEERING	E	8/16/2024	4,055.00		023170		
I-17458	SW INDUSTRIAL OBSERVATION	E	8/16/2024	7,753.50		023170		16,179.30
7655	HW ACQUISITIONS, PA							
I-97580	MISC ANIMAL SERVICES	E	8/16/2024	1,228.50		023171		1,228.50
7806	CORE & MAIN LP							
I-U799431	METERING INFRASTRUCTURE	E	8/16/2024	63,000.00		023172		63,000.00
7839	VISION SERVICE PLAN INSURANCE							
I-821013278	AUGUST 2024	E	8/16/2024	2,101.24		023173		2,101.24
7940	JOHN D BOZICH							
I-202408126062	FARMERS MARKET	E	8/16/2024	9.00		023174		9.00
8188	ADOBE INC							
I-2790998674	ACROBAT PRO	E	8/16/2024	295.75		023175		295.75
8206	LINDE INC							
I-44511745	2024 LIQUID CARBON DIOXID	E	8/16/2024	4,644.20		023176		4,644.20
8309	MISSISSIPPI LIME COMPANY							
I-1740779	2024 CALCIUM OXIDE	E	8/16/2024	9,988.89		023177		
I-1741494	2024 CALCIUM OXIDE	E	8/16/2024	9,913.63		023177		19,902.52

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8493	I-2996	MARTIN METAL STUDS AND CEILING INSTALL CEILING GRID AND TILES	E 8/16/2024	640.00		023178		640.00
8732	I-202408156080	BRANDON SPEAR UMPIRE	E 8/16/2024	100.00		023179		100.00
8894	I-202408156082	CAMERON CLARK UMPIRE	E 8/16/2024	25.00		023180		25.00
6154	I-674223	4 STATE MAINTENANCE SUPPLY INC MISC JANITORIAL SUPPLIES	R 8/08/2024	221.02		195984		221.02
0516	I-90554363	AMERICAN CONCRETE CO INC HUDSON & ELM: CONCRETE	R 8/08/2024	1,535.00		195985		1,535.00
8913	I-24-009	APEX RESCUE TRAINING LLC SWIFT WATER RESCUE TRAINING	R 8/08/2024	750.00		195986		750.00
5727	I-158472	B3 CONSTRUCTION INC DEMO: 407 E 8TH	R 8/08/2024	2,430.00		195987		2,430.00
8278	I-07-31-24 I-08-07-24	GERSON BOCANEGRA 1 HR INTERPRETER SERVICE 1 HR INTERPRETER SERVICE	R 8/08/2024 R 8/08/2024	25.00 25.00		195988 195988		50.00
1	I-202408086046	BURNHAM, TIM BURNHAM, TIM:	R 8/08/2024	11.00		195989		11.00
8755	I-202408086053	CAROL GOOD FM TOKENS	R 8/08/2024	111.00		195990		111.00
5341	I-202408076034	CCC EMT-P FIREFIGHTER TRAINING SUMMER 24	R 8/08/2024	2,168.00		195991		2,168.00
4263	I-202408076032	COX COMMUNICATIONS KANSAS LLC MONTHLY SERVICE: AUG 2024	R 8/08/2024	397.66		195992		397.66
4263	I-202408076033	COX COMMUNICATIONS KANSAS LLC MONTHLY SERVICE: AUG 2024	R 8/08/2024	953.25		195993		953.25
7517	I-202408076031	CRAW-KAN TELEPHONE COOPERATIVE AUG 2024: MONTHLY SERVICE	R 8/08/2024	1,669.95		195994		1,669.95

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8758	DUSTIN TREIBER							
I-202408066022	FARMERS MARKET MUSIC	R	8/08/2024	200.00		195996		200.00
8791	ENTERPRISE FM TRUST							
I-FBN5100193	FLEET PAYMENTS	R	8/08/2024	24,816.64		195997		
I-FBN5106239	FLEET PAYMENTS	R	8/08/2024	16,754.64		195997		
I-FBN5107395	FLEET PAYMENTS	R	8/08/2024	29,078.19		195997		
I-FBN5107576	FLEET PAYMENTS	R	8/08/2024	10,554.41		195997		81,203.88
7189	FISHER PATTERSON SAYLER & SMIT							
I-108636	PROFESSIONAL SERVICES	R	8/08/2024	1,104.00		196000		1,104.00
1	FROMAN, KIM							
I-202408086044	FROMAN, KIM:	R	8/08/2024	305.52		196001		305.52
8756	HID GLOBAL CORPORATION							
I-SQ-2024-EAT-222513	HD LIVESCAN MAINTENANCE	R	8/08/2024	2,759.00		196002		2,759.00
6923	HUGO'S INDUSTRIAL SUPPLY INC							
I-317898	MISC JANITORIAL SUPPLIES	R	8/08/2024	156.57		196003		
I-321573	MISC JANITORIAL SUPPLIES	R	8/08/2024	432.75		196003		589.32
8944	SUGAR DADDY'S SWEET TREATS							
I-202408086052	FARMERS MARKET TOKENS	R	8/08/2024	1.00		196004		1.00
1	LYON, ANDREW							
I-202408066018	LYON, ANDREW:	R	8/08/2024	25.00		196005		25.00
8505	PITTSBURG PUBLISHING COMPANY,							
I-11014	LEGALS: 102 W JEFFERSON	R	8/08/2024	41.70		196006		41.70
8945	MURPHY GENERATIONS FARM							
I-202408086049	FARMERS MARKET TOKENS	R	8/08/2024	21.00		196007		21.00
6367	NATIONAL FLEET TESTING SERVICE							
I-070324A	WTTP: ANNUAL INSPECTIONS	R	8/08/2024	690.00		196008		
I-070324B	ANNUAL INSPECTIONS	R	8/08/2024	900.00		196008		
I-070324C	ANNUAL INSPECTIONS	R	8/08/2024	1,010.00		196008		
I-070324D	ANNUAL INSPECTION	R	8/08/2024	400.00		196008		3,000.00
8943	NEBRASKA ASSOCIATION POLYGRAPH							
I-202408066019	TRI STATE POLY EXAM SEMINAR	V	8/08/2024	150.00		196009		
I-202408076023	POLYGRAPH EXAMINERS SEMINAR	V	8/08/2024	150.00		196009		300.00

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8943	NEBRASKA ASSOCIATION POLYGRAPH							
M-CHECK	NEBRASKA ASSOCIATION POLVOIDED	V	8/08/2024			196009		300.00CR
7666	NUTTER ELECTRIC LLC							
I-1618	DRIVING RANGE ELECTRIC	R	8/08/2024	8,750.00		196010		
I-1619	LIGHTS @ 4 OAKS	R	8/08/2024	18,750.00		196010		27,500.00
8685	TRAVIS WILSON							
I-202408086056	FM TOKEN REFUND	R	8/08/2024	20.00		196011		20.00
0175	REGISTER OF DEEDS							
I-202408056013	MORTGAGE RELEASE:104 E MADISON	R	8/08/2024	20.00		196012		20.00
0175	REGISTER OF DEEDS							
I-202408066020	DEED FILING FEE: 609 N SMELTER	R	8/08/2024	38.00		196013		38.00
1	SHETLER, LEVI							
I-202408086047	SHETLER, LEVI:	R	8/08/2024	51.00		196014		51.00
6377	SOUTHEAST KANSAS RECYCLING CEN							
I-07312024G	CITY HALL RECYCLING: JULY 2024	R	8/08/2024	50.00		196015		50.00
6377	SOUTHEAST KANSAS RECYCLING CEN							
I-07312024X	E WASTE DISPOSAL	R	8/08/2024	2.00		196016		2.00
1	TOTH, TRENT							
I-202408066021	TOTH, TRENT:	R	8/08/2024	25.00		196017		25.00
7442	UNIFIED SCHOOL DISTRICT #250-C							
I-202408086050	DRAGON FARMS: FM TOKENS	R	8/08/2024	4.00		196018		4.00
8657	VERIZON CONNECT FLEET USA LLC							
I-386000058529	MONTHLY CHARGES	R	8/08/2024	261.75		196019		261.75
5589	CELLCO PARTNERSHIP							
I-9969735797	CITY I-PADS: MONTHLY SERVICE	R	8/08/2024	97.56		196020		97.56
1	WHITELY, STEFENIE							
I-202408086045	WHITELY, STEFENIE:	R	8/08/2024	19.00		196021		19.00
8810	TRIPLE THREAT THREEATRICS							
I-202408096058	INTO THE WOODS SETTLEMENT	V	8/09/2024	7,670.77		196022		7,670.77

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8810	M-CHECK							
	TRIPLE THREAT THREEATRICALS							
	TRIPLE THREAT THREEATRICALS VOIDED	V	8/09/2024			196022		7,670.77CR
8810	I-202408096059							
	TRIPLE THREAT THREEATRICALS							
	INTO THE WOODS SETTLEMENT	R	8/09/2024	7,670.77		196023		7,670.77
8943	I-202408126060							
	NEBRASKA ASSOCIATION POLYGRAPH							
	POLYGRAPH EXAMINERS SEMINAR	R	8/12/2024	150.00		196024		150.00
6088	I-24-5201							
	1ST DUE EMERGENCY RESPONSE SOL							
	FIREDEX COAT/PANTS/BELT X2	R	8/15/2024	7,177.00		196025		7,177.00
6154	I-674451							
	4 STATE MAINTENANCE SUPPLY INC							
	MISC JANITORIAL SUPPLIES	R	8/15/2024	73.80		196026		73.80
8658	I-PAY APP # 16							
	AMINO BROTHERS CO., INC							
	QUINCY STREET CONSTRUCT	R	8/15/2024	576,592.72		196027		576,592.72
0523	I-202408136064							
	AT&T							
	MONTHLY SERVICE	R	8/15/2024	14,303.36		196028		14,303.36
1	I-202408156083							
	BECKLEY, JIMMY							
	BECKLEY, JIMMY:	R	8/15/2024	100.00		196031		100.00
5966	C-73016460							
	SALES TAX CREDIT	R	8/15/2024	27.27CR		196032		
	I-73016571							
	HYDRAULIC OIL	R	8/15/2024	120.86		196032		
	I-73016819							
	EDGE CUTTING, NUTS & BOLTS	R	8/15/2024	703.68		196032		797.27
8278	I-08-14-24							
	GERSON BOCANEGRA							
	1 HR INTERPRETER SERVICE	R	8/15/2024	25.00		196033		25.00
1	I-202408126061							
	BURNS, JASON							
	BURNS, JASON:	R	8/15/2024	60.00		196034		60.00
1	I-202408156085							
	CHRISTIE, KIRAN							
	CHRISTIE, KIRAN:	R	8/15/2024	100.00		196035		100.00
5759	I-2294							
	COMMUNITY HEALTH CENTER OF SEK							
	EE TESTING/DOT PHYSICAL	R	8/15/2024	105.00		196036		105.00
4263	I-202408146076							
	COX COMMUNICATIONS KANSAS LLC							
	FD 3: MONTHLY SERVICE	R	8/15/2024	78.21		196037		78.21

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 8/07/2024 THRU 8/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC I-202408156089 PARKS: MONTHLY SERVICE	R	8/15/2024	88.14		196038		88.14
0375	WICHITA WATER CONDITIONING I-719695 HOUSING: COOLER RENTAL	R	8/15/2024	11.00		196039		11.00
6985	DARRICK DEGRUSON I-202408136065 BOOTS REIMBURSEMENT	R	8/15/2024	130.61		196040		130.61
1108	EVERGY KANSAS CENTRAL INC I-202408136066 MONTHLY SERVICE	R	8/15/2024	14,123.45		196041		14,123.45
1	EWING, CARLA I-202408156087 EWING, CARLA:	R	8/15/2024	100.00		196042		100.00
1	GEPFORD, DEBBIE I-202408156084 GEPFORD, DEBBIE:	R	8/15/2024	100.00		196043		100.00
1	GROTHER, CHELSEY I-202408156086 GROTHER, CHELSEY:	R	8/15/2024	100.00		196044		100.00
6102	KANSAS LAW ENFORCEMENT TRAININ I-232EF054 COLBY BOEHM: HAZMAT. FF1	R	8/15/2024	90.00		196045		
	I-4089EA5A REECE WATSON: FIRE INSTRUC 1	R	8/15/2024	30.00		196045		120.00
8928	LARRY MORRIS I-1562 ASPHALT	R	8/15/2024	715.00		196046		715.00
1	LEWIS BRISBOIS BISGAARD SMITH I-4098009 LEWIS BRISBOIS BISGAARD SMITH:	R	8/15/2024	203.00		196047		203.00
1	LONGAN, DAVE I-202408136075 LONGAN, DAVE:	R	8/15/2024	150.00		196048		150.00
7697	MARTIN MEDINA I-007171 JULY 2024 RADIO TOWER	R	8/15/2024	320.00		196049		
	I-007172 JULY 2024 ANIMAL SHELTER	R	8/15/2024	400.00		196049		720.00
7601	MEYER LAW FIRM, LLC I-202408136074 LEGAL SERVICES	R	8/15/2024	800.00		196050		800.00
1	MID-AMERICA PROPERTIES I-202408136072 MID-AMERICA PROPERTIES:	R	8/15/2024	2,871.41		196051		2,871.41

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 8/07/2024 THRU 8/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8505	PITTSBURG PUBLISHING COMPANY,							
I-11620	LEGALS: UNSAFE-728 E 19TH	R	8/15/2024	180.70		196052		
I-11621	LEGALS: UNSAFE-206 N HIGHLAND	R	8/15/2024	180.70		196052		361.40
8507	PITTSBURG PUBLISHING COMPANY,							
I-11695	SKYSCRAPER DIGITAL AD	R	8/15/2024	275.00		196053		275.00
1991	OFFICE OF STATE FIRE MARSHAL							
I-490778	FD#1: BOILER CERT FEES	R	8/15/2024	60.00		196054		60.00
1	ONEY-STADLER, LAUREN							
I-202408146078	ONEY-STADLER, LAUREN:	R	8/15/2024	229.14		196055		229.14
7203	PARKSON CORPORATION							
I-AR1/51040793	NUT LUG/BOLT LUG	R	8/15/2024	112.00		196056		112.00
7576	SEK URGENT CARE, LLC							
I-4019466	EE TESTING	R	8/15/2024	1,525.00		196057		1,525.00
6260	TRANE							
I-314740503	MAINTENANCE PD & FD	R	8/15/2024	900.00		196059		900.00
5589	CELLCO PARTNERSHIP							
I-9970412813	SPECIAL CIRCUITS	R	8/15/2024	369.50		196060		
I-9970439938	CITY CELL PHONES	R	8/15/2024	19,502.52		196060		19,872.02
1	WETZEL, JARED							
I-202408156088	WETZEL, JARED:	R	8/15/2024	100.00		196065		100.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	70	786,506.68	0.00	778,535.91
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	120	650,819.66	0.00	650,819.66
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	7,970.77CR	7,970.77CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			192	1,429,355.57	0.00	1,429,355.57
BANK: 80144	TOTALS:		192	1,429,355.57	0.00	1,429,355.57
REPORT TOTALS:			192	1,429,355.57	0.00	1,429,355.57

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
 DATE RANGE: 8/07/2024 THRU 8/20/2024
 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 27th day of August, 2024.

 Stu Hite, Mayor

ATTEST:

 Tammy Nagel, City Clerk

RESOLUTION NO. 1282

RESOLUTION authorizing filing of application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329).

WHEREAS, under the terms of the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329), the State of Kansas has authorized the making of the loans to authorize applicants to aid in the construction of specific public projects.

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

Section 1. Loan Application. The Mayor and City Clerk of the City are hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the “Application”); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

Section 2. Further Proceedings. The Mayor, City Clerk and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the “Loan Agreement”); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body.

Section 3. Further Authority. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED AND APPROVED by the Governing Body of the City of Pittsburg, Kansas, on the 27th day of August, 2024.

Mayor – Stu Hite

ATTEST:

City Clerk – Tammy Nagel