

City of Pittsburg, Kansas
Commission Meeting Agenda
Tuesday, August 26, 2025
5:30 p.m.

Table of Contents

Agenda	1
Minutes – August 12, 2025	3
League Voting Delegates	6
KDOT Agreement No. 882-24	7
Appropriation Ordinance	20
Research & Development Park Drainage	30
209 North Broadway Redevelopment Project	34
Tyler Technologies, Inc. Agreement Amendment	39

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 26, 2025
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA (ROLL CALL VOTE):

- a. Approval of the August 12, 2025, City Commission Meeting minutes.
- b. Approval of the Cereal Malt Beverage License application submitted by Raven Copeland for Opie's Pizza Pool Room Pub, located at 607 North Broadway, and authorize the City Clerk to issue the license.
- c. Approval of the appointment of Mayor Dawn McNay, City Commissioner Cheryl Brooks, City Commissioner Chuck Munsell, and Deputy City Manager Jay Byers as voting delegates, along with City Manager Daron Hall and City Clerk Tammy Nagel as alternate voting delegates to represent the City of Pittsburg at the League of Kansas Municipalities Annual Meeting scheduled for October 9th through 11th, 2025, in Overland Park, Kansas.
- d. Approval of KDOT Agreement No 882-24 for the traffic signal improvement project on US-69 at the intersections of K-126, and West 20th Street, and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending August 26, 2025, 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.

CONSIDER THE FOLLOWING:

- a. RESEARCH & DEVELOPMENT PARK DRAINAGE - Consider approval of the Economic Development Advisory Committee's (EDAC) recommendation to allocate up to \$300,000 from the Revolving Loan Fund (RLF) to combine with \$150,000 committed by the Kansas Bureau of Investigation to fund drainage improvements in the City's Research & Development Park. **Approve or disapprove the recommendation.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 26, 2025
5:30 PM

- b. 209 NORTH BROADWAY REDEVELOPMENT PROJECT – Consider approval of the Economic Development Advisory Committee’s (EDAC) recommendation to allocate up to \$46,000 from the Revolving Loan Fund (RLF) to support Phase I of the On Fire Mexican Bar and Grill, LLC, redevelopment project at 209 North Broadway, and an additional allocation of up to \$32,000 for Phase II of the project at the same location. **Approve or disapprove the recommendation.**

- c. TYLER TECHNOLOGIES, INC. AGREEMENT AMENDMENT – Consider staff recommendation to approve an Amendment to the agreement with Tyler Technologies, Inc. for software and implementation services for a new financial, revenue, content, billing, and municipal justice management system in the amount of \$431,577.00. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the Amendment on behalf of the City.**

NON-AGENDA REPORTS AND REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 12, 2025

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, August 12th, 2025, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board Ron Seglie presiding and the following members present: Cheryl Brooks, Stu Hite, and Chuck Munsell. Mayor Dawn McNay participated by phone.

President of the Board Seglie led the flag salute.

Pastor Debbie Carrell, on behalf of the Community of Christ, provided an invocation.

President of the Board Seglie announced that Mayor McNay would be participating in the meeting by phone.

PUBLIC INPUT –

John Juarez Garcia, 313 East 15th Street, spoke regarding the need for public soccer fields.

Kristi Bitner, 1508 Bitner Court, provided information and asked questions regarding the Washington School childcare project.

APPROVAL OF MINUTES – On motion of Munsell, seconded by Hite, the Governing Body approved the July 22, 2025, City Commission Meeting minutes as presented. Motion carried.

ORDINANCE NO. S-1108 – On motion of Munsell, seconded by Hite, the Governing Body approved Ordinance No. S-1108, 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 authorized the President of the Board to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. S-1109 – On motion of Munsell, seconded by Hite, the Governing Body approved Ordinance No. S-1109, levying a special assessment against the lots or parcels of land on which refuse mater was located, to pay the cost of making the premises safe and hygienic, and authorized the President of the Board to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. S-1110 – On motion of Munsell, seconded by Hite, the Governing Body approved Ordinance No. S-1110, 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, and authorized the President of the Board to sign the Ordinance on behalf of the City. Motion carried.

MAPLES – UTILITY EASEMENT VACATION REQUEST – On motion of Munsell, seconded by Hite, the Governing Body approved the Planning Commission/Board of Zoning Appeals' recommendation to grant the request submitted by Jeremy Maples to vacate a utility easement at 14th and Home Streets and authorized the President of the Board to sign the necessary Order once it is prepared. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 12, 2025

VACATION ORDER – On motion of Munsell, seconded by Hite, the Governing Body approved an Order vacating a portion of West Second Street and a portion of the adjoining alley in the City of Pittsburg, bounded on the North by Lots 495 and 474, Block 31, Original Town of Pittsburg and on the South by Lots 494 and 475, Block 42, Original Town of Pittsburg including those portions bounded by alleys, and the alley bounded on the West by Lots 493 and 494 and on the East by Lots 475 and 476 Block 42, Original Town of Pittsburg, Crawford County, Kansas, and authorized the President of the Board to sign the Order on behalf of the City. Motion carried.

VACATION ORDER – On motion of Munsell, seconded by Hite, the Governing Body approved an Order vacating a portion of an alley between North College Street and North Olive Street in The City of Pittsburg, bounded on the North by Lots 1-7 and on the South by Lots 32-38, Joplin Addition, Exhibit B, located in the City of Pittsburg, Crawford County, Kansas, and authorized the President of the Board to sign the Order on behalf of the City. Motion carried.

VACATION ORDER – On motion of Munsell, seconded by Hite, the Governing Body approved an Order vacating a portion of an alley between North College Street and the previously vacated Olive Street in The City of Pittsburg, bounded on the North by Lots 39-45 and on the South by Lots 72 and 73, Joplin Addition Exhibit B, and that part as it lies adjacent to abandoned railroad right-of-way, located in the City of Pittsburg, Crawford County, Kansas, and authorized the President of the Board to sign the Order on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Hite, the Governing Body approved the Appropriation Ordinance for the period ending August 12, 2025, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie. Motion carried.

PUBLIC HEARING – Garth Herrmann, the City's Bond Counsel, provided information regarding the Public Hearing. President of the Board Seglie opened the Public Hearing to receive comments on the approval of substantial changes to an existing Rural Housing Incentive District to extend the timeframe for such district; providing for a substantial change to the district plan; and making certain findings in conjunction therewith (Silverback Landing Phase 1 Reinvestment Housing Incentive District). The following individuals spoke during the Public Hearing:

Keith Kloster, 1509 Bitner Place
Jamie Lynn Blum, 1901 Carnie Smith Court
Kristi Bitner, 1508 Bitner Court
Chuck Munsell, City Commissioner
Mat Burton, Point Forward
Dawn McNay, Mayor
Ron Seglie, President of the Board
Daron Hall, City Manager
Garth Herrmann, Bond Counsel
Cheryl Brooks, City Commissioner
Stu Hite, City Commissioner

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 12, 2025

Following the Public Hearing, on motion of Hite, seconded by Munsell, the Governing Body adopted Ordinance No. S-1111 and the Amended and Restated Development Plan and authorized the President of the Board to sign the necessary documents on behalf of the City. Motion carried with Brooks voting in opposition.

The effectiveness of the Ordinance will be delayed until the assignment document between the current developer and the proposed, successor developer is agreed to and signed.

President of the Board Seglie closed the Public Hearing at 6:08 p.m.

CONDITIONAL USE PERMIT DENIAL – PROSS – On motion of Munsell, seconded by Hite, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to deny the request submitted by Christopher Pross for a Conditional Use Permit for a contractor shop to be located within a secondary structure at 615 East 22nd Street. Motion carried.

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT 23PF026 TIME EXTENSION REQUEST – On motion of Hite, seconded by McNay, the Governing Body approved staff request to submit a Time Extension Request and a Contract Amendment to the Kansas Department of Commerce for Community Development Block Grant (CDBG) Project 23PF026 (Washington School Childcare Project), to explain the delayed project start and to update the completion date, and authorized the President of the Board to sign the necessary documents on behalf of the City. Motion carried.

ADJOURNMENT - On motion of Hite, seconded by Brooks, the Governing Body adjourned the meeting at 6:19 p.m. Motion carried.

Ron Seglie, President of the Board

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Tammy Nagel, City Clerk

DATE: August 15th, 2025

SUBJECT: Agenda Item – August 26th, 2025
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 2025 League of Kansas Municipalities Conference scheduled for October 9th – 11th, 2025. The conference this year will take place in Overland Park, Kansas. The voting delegates will represent the City of Pittsburg at the Business Meeting and Convention of Voting Delegates on Saturday, October 11th, 2025.

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. Dawn McNay
2. Cheryl Brooks
3. Chuck Munsell
4. Jay Byers

Alternates

1. Daron Hall
2. Tammy Nagel

Please place this item on the August 26th, 2025, 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 2025 League of Kansas Municipalities Conference.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 13, 2025

SUBJECT: Agenda Item – August 26th 2025
KDOT Project No. KA-7314-01
Agreement No 882-24
Traffic Signals Improvements on US-69.

City staff is requesting that the Governing Body approve the KDOT Project Authorization Agreement for traffic signal improvement on US-69 at intersections of, K-126, and W 20th Street. The project will include new poles and mast arms, pavement markings, and lighting as needed.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 26th, 2025? Action necessary will be approval or disapproval of staffs request and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Pittsburg.

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

Attached: KDOT Agreement

PROJECT NO. KA-7314-01
TRAFFIC SIGNALS IMPROVEMENTS ON US-69
CITY OF PITTSBURG, KANSAS

PROJECT AUTHORIZATION AGREEMENT

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

RECITALS:

- A. The Secretary has authorized a traffic signals improvement project for US-69 in Pittsburg, Kansas, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of roadways and bridges in the State of Kansas.
- C. Because the Project Limits extend into the corporate city limits of Pittsburg, Kansas, the Parties desire to set forth their responsibilities and understanding of the Project through execution of this Agreement.
- D. Any and all previous agreements relating to maintenance and utilities of the traffic signals will remain in effect.

NOW, THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Pittsburg, Kansas, with its place of business at 201 West 4th Street, Pittsburg, Kansas 66762.
- 3. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

4. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
5. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
10. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
11. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
12. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
13. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
14. **“Project”** means **Project No. KA-7314-01; traffic signal improvements on US-69 at the intersections with K-126 and W 20th Street, including new poles and mast arms, pavement markings, and lighting as needed, in Pittsburg, Kansas**, and is the subject of this Agreement.
15. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
16. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
17. **“Secretary”** means the Secretary of Transportation of the State of Kansas and the Secretary’s successors and assigns.
18. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively-owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity,

light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** The Secretary is undertaking the Project and shall be solely responsible for the payment of Project costs. Costs for this Project will be paid using state or federal funds, or a combination of both. There is no local match required from the City.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.
3. **Traffic Signals & Maintenance.** The Secretary will improve traffic signals currently maintained by KDOT at the intersections of US-69 at K-126 and W 20th Street. The traffic signals shall remain within KDOT Right of Way. The Secretary is responsible for installation of the traffic signal improvements, including new poles and mast arms, pavement markings, and lighting as needed. After installation, KDOT shall remain responsible for the maintenance of the traffic signals as stated in the Traffic Signal Maintenance Agreement and is incorporated into this Agreement by this reference.
4. **Lighting Installation & Maintenance.** As a part of the Project, the Secretary may install new lighting, if needed. The new lighting and controller will be located within KDOT Right of Way. After installation, the Secretary will be responsible for the maintenance of the existing lighting and new lighting at the intersections of US-69 and K-126, and US-69 and W 20th Street.
5. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Project Authorization.** The City authorizes and agrees to the Project and the Secretary is empowered by the City to take all steps reasonable and necessary to complete the Project.

3. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

4. **Use of City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the City, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, *et seq.*, lying inside or outside the limits of the City as shown on the final Design Plans, for Project purposes.

5. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

6. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

7. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Project Documents.** The final Design Plans are by this reference made a part of this Agreement as if set forth in their entirety herein.

2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

- (a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the City the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed

upon by authorized representatives of the City and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the City and the Secretary shall approve such revisions before they become effective.

- (b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.

3. **City Connecting Link.** The Parties have a current agreement covering routine maintenance of the City Connecting Link and it is the Parties' intention that it shall remain in full force and effect. The mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.

4. **Civil Rights Act.** The **Civil Rights Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office. The City shall not transfer or assign this Agreement or any rights that accrue thereunder without prior written approval from the Secretary.

8. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

10. **Severability.** If any provision of this Agreement or any attachment hereto is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature page immediately follows this paragraph.

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

ATTEST:

CITY OF PITTSBURG, KANSAS

CITY CLERK (Date)

Mayor

(SEAL)

KANSAS DEPARTMENT OF
TRANSPORTATION
SECRETARY OF TRANSPORTATION

Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

Civil Rights Act Attachment
Contractual Provisions Attachment, Form DA-146a

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

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

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

ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information:** No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source:** The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC							
4263	COX COMMUNICATIONS KANSAS LLC							
C-CHECK	COX COMMUNICATIONS KANSAS	VOIDED	V 8/07/2025			198012		82.21CR
C-CHECK	VOID CHECK		V 8/07/2025			198015		
C-CHECK	VOID CHECK		V 8/13/2025			198039		
C-CHECK	VOID CHECK		V 8/13/2025			198040		
C-CHECK	VOID CHECK		V 8/13/2025			198049		
C-CHECK	VOID CHECK		V 8/13/2025			198050		
C-CHECK	VOID CHECK		V 8/13/2025			198051		
C-CHECK	VOID CHECK		V 8/13/2025			198052		
C-CHECK	VOID CHECK		V 8/13/2025			198053		
C-CHECK	VOID CHECK		V 8/13/2025			198054		
C-CHECK	VOID CHECK		V 8/13/2025			198055		
C-CHECK	VOID CHECK		V 8/13/2025			198056		
C-CHECK	VOID CHECK		V 8/13/2025			198059		
C-CHECK	VOID CHECK		V 8/13/2025			198060		
C-CHECK	VOID CHECK		V 8/13/2025			198071		
C-CHECK	VOID CHECK		V 8/13/2025			198072		
C-CHECK	VOID CHECK		V 8/13/2025			198073		
C-CHECK	VOID CHECK		V 8/13/2025			198074		
C-CHECK	VOID CHECK		V 8/13/2025			198075		
C-CHECK	VOID CHECK		V 8/13/2025			198076		
C-CHECK	VOID CHECK		V 8/13/2025			198077		
C-CHECK	VOID CHECK		V 8/13/2025			198078		

* * 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:	22 VOID DEBITS	0.00		
	VOID CREDITS	82.21CR	82.21CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	22	82.21CR	0.00	0.00
BANK: * TOTALS:	22	82.21CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0748	CONRAD FIRE EQUIPMENT	E	8/08/2025			027021		37.55
1478	KANSASLAND TIRE #1828	E	8/08/2025			027022		1,471.34
6528	GALE GROUP/CENGAGE	E	8/08/2025			027023		232.72
7392	ASSURECO RISK MANAGEMENT & REG	E	8/08/2025			027024		350.00
8211	UMB BANK N.A.	E	8/08/2025			027025		15,712.11
8236	NORTHGATE ASSOCIATES LLC	E	8/08/2025			027026		10,152.37
8737	EK ENTERPRISE	E	8/08/2025			027027		726.00
8775	PITTSBURG INVESTORS, LLC	E	8/08/2025			027028		3,998.57
8782	ED MILLER AUTO SUPPLY	E	8/08/2025			027029		1,276.11
8796	RAMAKER & ASSOCIATES, INC.	E	8/08/2025			027030		1,400.00
8799	5 STAR TRANSFERS, LLC DBA FIRS	E	8/08/2025			027031		420.00
8914	ALL PRO LAWN CARE & SNOW REMOV	E	8/08/2025			027032		889.00
8951	TANYA SMITH	E	8/08/2025			027033		5.00
9078	RELIABLE GLASS LLC	E	8/08/2025			027034		681.50
9098	BECKER, PAIGE	E	8/08/2025			027035		6.00
9121	INSIGHT & INTEGRITY, LLC	E	8/08/2025			027036		990.00
9123	OWN, INC.	E	8/08/2025			027037		10,110.00
0044	CRESTWOOD COUNTRY CLUB	E	8/08/2025			027038		433.99
0054	JOPLIN SUPPLY COMPANY	E	8/08/2025			027039		2,051.38
0055	JOHN'S SPORT CENTER, INC.	E	8/08/2025			027040		299.99
0068	BROOKS PLUMBING LLC	E	8/08/2025			027041		740.54
0087	FORMS ONE, LLC	E	8/08/2025			027042		335.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0101	BUG-A-WAY INC	E	8/08/2025			027043		90.00
0109	RANDY VILELA TRUCKING & HAULIN	E	8/08/2025			027044		4,000.00
0112	MARRONES INC	E	8/08/2025			027045		198.15
0133	JIM RADELL CONSTRUCTION COMPAN	E	8/08/2025			027046		2,749.31
0194	KANSAS STATE TREASURER	E	8/08/2025			027047		2,558.50
0276	JOE SMITH COMPANY, INC.	E	8/08/2025			027048		2,077.56
0292	UNIFIRST CORPORATION	E	8/08/2025			027049		54.89
0294	COPY PRODUCTS, INC.	E	8/08/2025			027050		1,244.80
0328	KANSAS ONE-CALL SYSTEM, INC	E	8/08/2025			027051		336.49
0332	PITTCRAFT PRINTING INC	E	8/08/2025			027052		60.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	8/08/2025			027053		111.95
0577	KANSAS GAS SERVICE	E	8/08/2025			027054		191.34
0650	HOME CENTER CONSTRUCTION	E	8/08/2025			027055		38,084.05
0659	PAYNES INC	E	8/08/2025			027056		7,794.61
0661	SAFETY-KLEEN SYSTEMS INC	E	8/08/2025			027057		383.65
0746	CDL ELECTRIC COMPANY INC	E	8/08/2025			027058		2,446.38
0753	COUNTY OF CRAWFORD	E	8/08/2025			027059		25,000.00
1075	COASTAL ENERGY CORP	E	8/08/2025			027060		1,941.10
2137	VAN-WALL EQUIPMENT, INC	E	8/08/2025			027061		504.21
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	8/08/2025			027062		2,668.92
2921	DATAPROSE LLC	E	8/08/2025			027063		5,610.26
2960	PACE ANALYTICAL SERVICES LLC	E	8/08/2025			027064		363.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3802	BRENNTAG MID-SOUTH INC	E	8/08/2025			027065		3,245.00
4307	HENRY KRAFT, INC.	E	8/08/2025			027066		78.08
4618	TRESA LYNNE MILLER	E	8/08/2025			027067		684.00
5014	MID-AMERICA SANITATION INC.	E	8/08/2025			027068		293.08
5275	US LIME COMPANY-ST CLAIR	E	8/08/2025			027069		12,554.36
5420	AQUIONICS INC	E	8/08/2025			027070		3,900.93
5883	SPROULS CONSTRUCTION INC	E	8/08/2025			027071		23,728.75
5931	VOGEL HEATING & COOLING INC	E	8/08/2025			027072		286.80
6175	HENRY C MENGHINI	E	8/08/2025			027073		231.10
6209	MYTOWN MEDIA	E	8/08/2025			027074		200.00
6595	AMAZON.COM, INC	E	8/08/2025			027075		48,655.11
6846	GREENWAY ELECTRIC, INC.	E	8/08/2025			027076		25,875.32
6851	SCHULTE SUPPLY INC	E	8/08/2025			027077		382.37
6936	HAWKINS INC	E	8/08/2025			027078		2,532.71
7240	JAY HATFIELD CERTIFIED USED CA	E	8/08/2025			027079		160.00
7407	LIMELIGHT MARKETING LLC	E	8/08/2025			027080		660.00
7739	COMMUNITIES IN SCHOOLS OF MID	E	8/08/2025			027081		20,000.00
7749	CHARLIE PHILLIPS	E	8/08/2025			027082		194.00
7793	QUEENB TELEVISION OF KANSAS/MI	E	8/08/2025			027083		1,500.00
7852	TRIA HEALTH, LLC	E	8/08/2025			027084		1,434.08
7995	HERITAGE TRACTOR INC	E	8/08/2025			027085		116.96
8046	CONVERGEONE, INC.	E	8/08/2025			027086		15,958.53

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8103	ANDY ROBERTS	E	8/08/2025			027087		78.00
8147	CHEM-AQUA, INC.	E	8/08/2025			027088		466.65
8200	PLUNKETT'S PEST CONTROL INC	E	8/08/2025			027089		753.82
8206	LINDE INC	E	8/08/2025			027090		4,765.44
8325	FLEET FUELS LLC	E	8/08/2025			027091		505.01
8457	PENSKE COMMERCIAL VEHICLES US,	E	8/08/2025			027092		447.99
8535	HEALTH PLANS, INC	E	8/08/2025			027093		49,058.43
8629	DAVID LEON GIEFER	E	8/08/2025			027094		6.00
8649	UPLINK, LLC	E	8/08/2025			027095		48.00
8732	BRANDON SPEAR	E	8/08/2025			027096		50.00
8879	DEREK MCNAUGHT	E	8/08/2025			027097		75.00
8894	CAMERON CLARK	E	8/08/2025			027098		100.00
0194	KANSAS STATE TREASURER	E	8/12/2025			027099		2,077,787.56
1478	KANSASLAND TIRE #1828	E	8/14/2025			027100		307.88
6524	ELLIOTT EQUIPMENT COMPANY	E	8/14/2025			027101		112.22
7994	ASBELL TRUCKING INC	E	8/14/2025			027102		625.00
8202	PETROLEUM TRADERS CORPORATION	E	8/14/2025			027103		20,597.92
8467	WASTE CORPORATION OF KANSAS, L	E	8/14/2025			027104		50,662.58
8708	NOTCH 8, LLC	E	8/14/2025			027105		21,279.55
8724	ASSURED PARTNERS CAPITAL, INC	E	8/14/2025			027106		3,750.00
8782	ED MILLER AUTO SUPPLY	E	8/14/2025			027107		19.16
8784	LABETTE BANK	E	8/14/2025			027108		207,354.43

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8820	THE CHARLES MACHINE WORKS, INC	E	8/14/2025			027109		4,478.04
8842	CARDS KS LLC	E	8/14/2025			027110		439.28
9125	THE VILLAS AT CREEKSIDE LLC	E	8/14/2025			027111		244,438.37
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	8/14/2025			027112		145.00
0046	ETTINGERS OFFICE SUPPLY	E	8/14/2025			027113		122.88
0101	BUG-A-WAY INC	E	8/14/2025			027114		160.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	8/14/2025			027115		1,800.00
0203	GADES SALES CO INC	E	8/14/2025			027116		1,335.76
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/14/2025			027117		142.50
0276	JOE SMITH COMPANY, INC.	E	8/14/2025			027118		95.18
0577	KANSAS GAS SERVICE	E	8/14/2025			027119		150.36
0659	PAYNES INC	E	8/14/2025			027120		416.87
0700	NAMES AND NUMBERS	E	8/14/2025			027121		2,543.40
0746	CDL ELECTRIC COMPANY INC	E	8/14/2025			027122		26,179.48
0779	PITTSBURG COMMUNITY THEATRE	E	8/14/2025			027123		10,317.90
1792	B&L WATERWORKS SUPPLY, LLC	E	8/14/2025			027124		5,486.77
2960	PACE ANALYTICAL SERVICES LLC	E	8/14/2025			027125		3,521.90
3463	CONTROLS & ELECTRIC MOTOR	E	8/14/2025			027126		560.00
4262	KDHE SRF	E	8/14/2025			027127		17,682.28
4307	HENRY KRAFT, INC.	E	8/14/2025			027128		60.42
5883	SPROULS CONSTRUCTION INC	E	8/14/2025			027129		4,781.25
6389	PROFESSIONAL TURF PRODUCTS LP	E	8/14/2025			027130		346.04

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6577	GREENSPRO INC	E	8/14/2025			027131		294.40
7023	BLEVINS ASPHALT CONSTRUCTION C	E	8/14/2025			027132		3,461.61
7122	HYSPECO, INC	E	8/14/2025			027133		433.08
7427	OLSSON INC	E	8/14/2025			027134		6,560.75
7620	POMP'S TIRE SERVICE INC	E	8/14/2025			027135		4,495.16
7629	EARLES ENGINEERING & INSPECTIO	E	8/14/2025			027136		140,956.89
8457	PENSKE COMMERCIAL VEHICLES US,	E	8/14/2025			027137		315.39
8649	UPLINK, LLC	E	8/14/2025			027138		1,330.93
8680	POINT FORWARD INC.	E	8/14/2025			027139		40,659.35
0516	AMERICAN CONCRETE CO INC	R	8/07/2025			198003		2,259.75
8475	AMERICAN LAWN & LANDSCAPE, INC	R	8/07/2025			198004		150.00
5966	BERRY COMPANIES, INC.	R	8/07/2025			198005		283.19
8278	GERSON BOCANEGRA	R	8/07/2025			198006		25.00
1	BOWMAN, JANELLE	R	8/07/2025			198007		40.00
8755	CAROL GOOD	R	8/07/2025			198008		109.00
6545	CENTER POINT INC	R	8/07/2025			198009		92.99
8201	ROGER CLEVELAND GOLF COMPANY I	R	8/07/2025			198010		128.77
5759	COMMUNITY HEALTH CENTER OF SEK	R	8/07/2025			198011		25,000.00
4263	COX COMMUNICATIONS KANSAS LLC	V	8/07/2025			198012		82.21
4263	COX COMMUNICATIONS KANSAS LLC							
4263	COX COMMUNICATIONS KANSAS LLC							
M-CHECK	COX COMMUNICATIONS KANSAS AVOIDED	V	8/07/2025			198012		82.21CR
4263	COX COMMUNICATIONS KANSAS LLC	R	8/07/2025			198013		110.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	8/07/2025			198014		2,309.94
9072	CRYSTAL L THOMPSON	R	8/07/2025			198016		410.00
1176	EASY PICKER GOLF PRODUCTS, INC	R	8/07/2025			198017		549.20
7493	EMERY SAPP & SONS INC	R	8/07/2025			198018		18,921.70
8430	EQUIPMENTSHARE.COM, INC	R	8/07/2025			198019		175.75
1108	EVERGY KANSAS CENTRAL INC	R	8/07/2025			198020		131.24
8935	CURTISS E & KRIS HEMBY	R	8/07/2025			198021		332.00
4059	PSU - PRINTING & DESIGN SERVI	R	8/07/2025			198022		19.47
1	JEWETT, RUSS	R	8/07/2025			198023		2,250.00
9115	EPLER, JORDAN	R	8/07/2025			198024		30.00
7945	LUCKY-BUT LAWN CARE, LLC	R	8/07/2025			198025		1,255.42
8768	MARK MCATEE	R	8/07/2025			198026		200.00
8460	MARMIC FIRE AND SAFETY	R	8/07/2025			198027		154.99
8505	PITTSBURG PUBLISHING COMPANY,	R	8/07/2025			198028		1,746.62
8945	MURPHY GENERATIONS FARM	R	8/07/2025			198029		12.00
1	PROSS ENGINEERING LLC	R	8/07/2025			198030		1,650.00
8979	ROUSE DEVELOPMENT LLC	R	8/07/2025			198031		634.66
9116	SHETLER, LEVI	R	8/07/2025			198032		81.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	8/07/2025			198033		50.00
6260	TRANE	R	8/07/2025			198034		900.00
1	REID, ALLISON	R	8/11/2025			198035		375.00
0516	AMERICAN CONCRETE CO INC	R	8/13/2025			198037		706.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7657	COPY PRODUCTS, INC.	R	8/13/2025			198038		1,373.00
4263	COX COMMUNICATIONS KANSAS LLC	R	8/13/2025			198041		77.56
4263	COX COMMUNICATIONS KANSAS LLC	R	8/13/2025			198042		708.54
4263	COX COMMUNICATIONS KANSAS LLC	R	8/13/2025			198043		445.80
4263	COX COMMUNICATIONS KANSAS LLC	R	8/13/2025			198044		91.08
9072	CRYSTAL L THOMPSON	R	8/13/2025			198045		325.00
0375	WICHITA WATER CONDITIONING	R	8/13/2025			198046		533.98
7493	EMERY SAPP & SONS INC	R	8/13/2025			198047		35,890.93
8791	ENTERPRISE FM TRUST	R	8/13/2025			198048		99,680.21
8430	EQUIPMENTSHARE.COM, INC	R	8/13/2025			198057		1,404.73
1108	EVERGY KANSAS CENTRAL INC	R	8/13/2025			198058		132,462.67
0380	KANSAS DEPARTMENT OF REVENUE	R	8/13/2025			198061		25.00
1	LOWRY, DYLAN	R	8/13/2025			198062		52.49
1	MCCOY, EMILY	R	8/13/2025			198063		500.00
8636	M L & S INC	R	8/13/2025			198064		504.14
8505	PITTSBURG PUBLISHING COMPANY,	R	8/13/2025			198065		435.46
8248	SIGN BROTHERS	R	8/13/2025			198066		1,291.39
7684	SITEONE LANDSCAPE SUPPLY HOLDI	R	8/13/2025			198067		157.67
7890	SYN-TECH SYSTEMS INC	R	8/13/2025			198068		1,275.00
8657	VERIZON CONNECT FLEET USA LLC	R	8/13/2025			198069		1,161.54
5589	CELLCO PARTNERSHIP	R	8/13/2025			198070		28,357.36
3516	CITY OF PITTSBURG	R	8/13/2025			198079		50.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
-------------	------	--------	---------------	-------------------	----------	-------------	-----------------	-----------------

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	54	367,979.65	0.00	367,897.44
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	119	3,276,021.90	0.00	3,276,021.90
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	82.21CR	82.21CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	174	3,643,919.34	0.00	3,643,919.34
BANK: 80144 TOTALS:	174	3,643,919.34	0.00	3,643,919.34
REPORT TOTALS:	174	3,643,919.34	0.00	3,643,919.34

Passed and Approved this 26th day of August, 2025.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: August 12, 2025

SUBJECT: August 26, 2025 Agenda Item
Drainage for Research & Development Park projects

More than \$97 million in development is being planned for the City's Research & Development Park, a seven-acre parcel located near Rouse & Centennial. Planned projects include a new EaglePicher Technologies facility, Kansas Bureau of Investigation (KBI) regional crime laboratory and a Pittsburgh State University advanced manufacturing prove-out facility.

In order to ensure adequate drainage for the site, approximately \$450,000 in improvements is needed. The KBI has committed \$150,000, but a \$300,000 funding gap currently exists.

Officials with Pittsburgh State University approached the Economic Development Advisory Committee (EDAC) on August 6 to request the Revolving Loan Fund be used to fill this funding gap. EDAC members felt the request was appropriate and represented a small fraction of the overall project value. As such, the EDAC unanimously recommended approval of the request.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 23, 2025. Action being requested is approval or denial of the EDAC recommendation to allocate up to \$300,000 to fund drainage improvements in the Research & Development Park.

Blake Benson

From: City of Pittsburg <website.internal@pittks.org>
Sent: Thursday, July 31, 2025 2:13 PM
To: Blake Benson; bbenson710@yahoo.com
Subject: New Application for RLF Submitted

General Information

1. Name of Applicant Firm

Pittsburg State University / Kansas Bureau of Investigation (RESEARCH ROAD DRAINAGE IMPROVEMENTS and RETENTION POND)

2. Date of Request

07/31/2025

Contact Information

3. Firm Address

1701 S. Broadway
Pittsburg, Kansas 66762
United States
[Map It](#)

Firm Phone Number

(620) 235-4920

Email Address

aemckechnie@pittstate.edu

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

Ed McKechnie
620-232-4184
100B Block 22 East Building
Pittsburg, KS 66762
aemckechnie@pittstate.edu

Wes Streeter
620-235-4920
100B Block 22 East Building
Pittsburg, KS 66762
wstreeter@pittstate.edu

Bob Stuart
785-296-8209
1620 SW Tyler
Topeka, KS 66612
robert.stuart@kbi.ks.gov

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

Jamie Cook
620-235-4136
207 D. Russ Hall
Pittsburg, KS 66762
jamie.cook@pittstate.edu

Bryan Ross

785-296-8209
1620 SW Tyler
Topeka, KS 66612
bryan.ross@kbi.ks.gov

Project Details

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

- Kansas Bureau of Investigation (KBI) Joint Facility (AG, FBI, Campus Police, classrooms & The Kansas Law Enforcement Training Center (KLETC)): \$55,000,000
- Eagle Picher Technologies Manufacturing Site: \$15,000,000
- Tyler Research Center "Prove-Out" Expansion Facility: \$12,000,000
- Current Tyler Research Center: \$15,000,000
- Total Estimated Investment: \$97,000,000

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

RESEARCH ROAD DRAINAGE IMPROVEMENTS and RETENTION POND:
Requested Amount from EDAC: Not to exceed \$300,000
(This is approximately 0.31% of the total \$97M area investment.)

8. Address of proposed project

East Side of Research Road (East of KBI facility)
Pittsburg, KS 66762
[Map It](#)

9. Estimated project completion date

11/02/2026

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

- KBI Joint Facility: 20+ new jobs; average wage estimated at \$50,000–\$90,000/year (including law enforcement, analysts, and administrative positions)
- Eagle Picher Technologies: 50+ new advanced manufacturing and engineering jobs; average wage estimated at \$60,000/year
- Tyler Research Center "Prove-Out" Facility: 10+ research and technician jobs; average wage estimated at \$65,000/year
- Total Job Creation: 80+ new jobs
- Average Wage Range: \$50,000–\$90,000/year

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

- KBI Facility:
 - State and agency-funded (secured)
 - Institutional partnerships (secured)
 - Anticipated Federal Funding for equipment and fill out of educational space
- Eagle Picher Technologies:
 - City Financed (secured)
 - Eagle Picher dollars (secured)
 - Incentives/credits (secured)
- Tyler Research Center Expansion:
 - University capital, state and federal support (secured)
 - Philanthropy for the soft cost and completion of shelled space (pending)
- Retention Pond (This Request):
 - EDAC contribution requested: not to exceed \$300,000
 - Additional grading and site utility support through McCown Gordon
 - McCown Gordon will act as the GC for this project.

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

RESEARCH ROAD DRAINAGE IMPROVEMENTS and RETENTION POND:

This request supports the construction of a shared water retention pond designed to serve multiple interrelated development projects:

- The KBI Joint Facility, a collaborative law enforcement and training building serving the Kansas Bureau of Investigation, Attorney General's Office, FBI, university police, and criminal justice programs.
- The Kansas Law Enforcement Training Center (KLETC) will now have a significant presence within the facility. This addition will establish the site as a regional hub for ongoing law enforcement training. The regular influx of trainees and instructors will not only enhance public safety and professional development across southeast Kansas, but also bring meaningful economic

impact to the local community. Area hotels, restaurants, and service providers are expected to benefit from the consistent activity and increased foot traffic tied to KLETC programming.

- The Eagle Picher Technologies site, a high-tech manufacturing expansion in battery and materials technology.
 - The Tyler Research Center "Prove-Out" Facility, a research-to-market pilot facility connected to the university's applied research functions.
 - The Current Tyler Research Center, a research facility specializing in biobased materials and battery research.
- The retention pond will serve as a shared infrastructure solution to handle stormwater runoff and support environmental compliance across all projects. These facilities will place significant new demands on water management infrastructure. Hired civil engineering firm with city engineers are coordinating efforts to ensure proper design and construction work needed for the retention pond.
- The continued momentum of these projects reinforces the value and relevance of this project, not just for law enforcement, battery manufacturing and education partners, but for the broader region as well.

Estimated Project Dates:

- Eagle Picher Technologies Site: Mid-2026
- KBI Joint Facility: Groundbreaking in September 2025, completion by 2027
- Tyler Research Center Expansion: Groundbreaking in Fall 2025, completion by 2027
- Water Retention Pond Construction: Anticipated start November 2025. Completion by Spring 2026 to accommodate site-wide needs.

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

- General Contractor -McCownGordon (Brian Pulcher)
850 Main St, Kansas City, MO 64105 (888) 304-4929
- Architect/Engineer of Record: Earles Engineering & Inspection Inc. (Jason Dickman)
112 W 4th St, Pittsburg, KS 66762 (620) 308-5577
- Subcontractors: Eskie + Associates (Chad Grauer)
12260 State Line Rd, Leawood, KS 66209 (785) 565-2450

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

The applicant is Pittsburg State University/Kansas Bureau of Investigation.

PSU is a public state university governed by the Kansas Board of Regents. The university is a state agency and public institution of higher education and operates as a nonprofit governmental entity. It has no parent company but partners with public and private entities for research and development purposes.

The KBI is a division of the Office of Attorney General and is led by a director appointed by the Attorney General.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: August 12, 2025

SUBJECT: March 25, 2025 Agenda Item
209 N. Broadway redevelopment project

Officials with On Fire Mexican Bar and Grill, LLC, have begun a significant redevelopment of the dilapidated property at 209 N. Broadway. The project will occur in two phases, the first of which will enable the company to open a restaurant by October 2025. The second phase will entail restoration of the second floor into an event space and would likely begin in approximately one year.

The cost of phase I is estimated at \$455,900, while phase II is estimated to be an additional \$323,000. Company officials recently approached the Economic Development Advisory Committee (EDAC) to request a 10% reimbursement on their expenses for each phase.

The EDAC considered this request at its August 6, 2025 meeting. EDAC members felt the request was appropriate, particularly given the deteriorated condition of the property and that it had previously affected adjoining properties. As with previous EDAC recommendations, the focus of the project is to improve the property with the City's funds going to repair infrastructure improvements. The EDAC recommended unanimously to reimburse the building owner an amount equal to 10% of the project value with the City's commitment not to exceed \$46,000 for phase I and \$32,000 for phase II.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 26, 2025. Action being requested is approval or denial of the EDAC recommendation to allocate up to \$46,000 from the Revolving Loan Fund to support

phase I of the On Fire Mexican Bar and Grill, LLC, redevelopment project at 209 N. Broadway, and an additional allocation of up to \$32,000 for phase II at the same location.

Blake Benson

From: City of Pittsburg <website.internal@pittks.org>
Sent: Thursday, July 31, 2025 3:22 PM
To: Blake Benson; bbenson710@yahoo.com
Subject: New Application for RLF Submitted

General Information

1. Name of Applicant Firm

On Fire Mexican Bar and Grill LLC

2. Date of Request

07/30/2025

Contact Information

3. Firm Address

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

Firm Phone Number

(417) 793-8596

Email Address

astridschellert60@gmail.com

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

Astrid Schellert, 905 S. River St. Carthage Mo. 64836, astridschellert60@gmail.com (Principal)

Gustavo Luna-Hernandez 219 N Minnesota Ave. Columbus KS 66725

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

Kyle Fleming, 301 N Broadway Pittsburg, KS ,620-230-0832, kfleming@fleming-lawfirm.com

Project Details

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

The total estimated cost for the full project is \$778,991.96, divided into two construction phases and inclusive of contingency allocations.

Phase 1 – Downstairs Restaurant

This phase includes acquisition and renovation of the building's ground floor to establish the restaurant. Estimated costs include:

Building Purchase: \$225,000.00

Interior Build-Out & Materials (Flooring, Paint, Insulation, Windows/Doors, etc.): \$103,422.56

Mechanical, Electrical, and Plumbing (MEP): \$32,000.00

Exterior & Structural Work (Concrete, Brick, Garage Door, Framing): \$37,485.81

General Contractor (GC) Management Fees: \$20,661.90

Equipment: \$15,000.00

Contingency: \$15,000.00

Phase 1 Subtotal: \$455,899.91

Phase 2 – Upstairs Event Space

Phase 2 includes renovation of the upper floor into an entertainment and event venue. Estimated costs include:

Interior Improvements (Flooring, Paint, Insulation, Windows/Doors): \$100,000.00

MEP Systems (Electrical, HVAC, Plumbing): \$23,000.00

Framing and Brick Work: \$40,421.00

Fire Protection System (Sprinklers): \$110,000.00

GC Management Fees: \$14,671.05

Contingency: \$15,000.00

Phase 2 Subtotal: \$323,092.05

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

We are requesting \$77,899.20 from the City Revolving Loan Fund (RLF), which represents 10% of the total project cost. This funding is essential to help bridge the financial gap created by significant upfront construction and remodeling expenses incurred before any revenue is generated. The RLF will enable us to complete Phase 1, establish a revenue-generating business foundation, and position us for the successful build-out of Phase 2. This investment will directly support job creation, downtown revitalization, and long-term community impact.

8. Address of proposed project

209 N . Broadway St.
Pittsburg, Kansas 66762
[Map It](#)

9. Estimated project completion date

10/01/2025

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

As part of our business development plan, we anticipate creating 10 to 12 new jobs within our restaurant during the first year of operation. These positions will include front-of-house staff, kitchen personnel, and management support roles. The average hourly wage for these positions is expected to be approximately \$15 per hour, which exceeds the current state minimum wage and reflects our commitment to providing fair, livable compensation in our community. In addition to competitive wages, we aim to offer flexible scheduling, opportunities for advancement, and a positive work environment that fosters employee retention. This job creation will contribute to local economic development by providing stable employment opportunities and supporting the growth of the downtown commercial district.

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

In addition to the requested funds from the City Revolving Loan Fund, our project is backed by multiple financing sources. We have secured a commercial loan through SMB Bank for the purchase of the building, providing long-term stability for the business. Additionally, we obtained an unsecured loan from SMB Bank to fund critical remodeling and acquisition costs. However, as we continue to make significant capital investments—covering construction, equipment, permitting, and professional services—our expenses are accumulating rapidly without any current revenue generation. This has created a financial strain during the early stages of development. The Revolving Loan Fund is essential to help bridge this gap, allowing us to complete Phase 1 of the project and begin generating cash flow. This support will not only strengthen the viability of the business but also accelerate job creation and economic revitalization in the downtown area.

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

This project involves the renovation and revitalization of a downtown commercial building, with construction occurring in two distinct phases. Phase 1 will focus on completing the downstairs restaurant, which includes interior remodeling, kitchen build-out, dining area improvements, and necessary infrastructure upgrades. Once operational, the restaurant will begin generating

revenue and establishing a customer base. Phase 2 will involve the transformation of the upstairs space into an entertainment and event venue, which will expand our offerings and allow us to host private events, live music, and community gatherings. This phased approach allows us to prioritize early cash flow and operational stability before expanding. The building's intended use does not require any unusual water/wastewater service demands or special police/fire protection beyond standard commercial needs. Our investment in this property supports economic activity and vibrancy in the city's downtown core.

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

Pross Engineering LLC, 1212 E Quincy St Pittsburg, KS 712-249-6758 (General Contractor and Engineer)
Brooks Plumbing LLC 210 N Joplin St. Pittsburg KS 66762 620-231-5696 (Plumbing Subcontractor)
Earl Bagg Electrical 132 E 3rd St, Prescott, KS 66767. 913-755-1293 (Electrical Subcontractor)
Harris Heating and Air 1403 E 4th St, Pittsburg, KS 66762, 620-235-9117(HVAC Subcontractor)

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

We are DBA El Patron under our parent Limited Liability Company (LLC) On Fire Mexican Bar & Grill, with a 50/50 ownership split between two managing members. This structure provides liability protection while allowing for flexible management and direct involvement from both owners in all aspects of the business. The company is independently owned and operated, with no parent company. Both members actively contribute to daily operations, strategic planning, and oversight of the construction and business development process, ensuring strong leadership and accountability throughout the project.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pittsburg, Kansas, with 201 West 4th Street, Pittsburg, Kansas offices at 66762-3819 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 4, 2025 ("Agreement"); and

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

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

1. Enterprise Resource Planning.

- a. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement, subject to the Migration Terms Addendum attached hereto as Exhibit 2, as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - i. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$101,730 for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - ii. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced in accordance with Exhibit B of the Agreement.
- b. The services set forth in Exhibit 1 will be provided in accordance with the Statement of Work attached hereto as Exhibit 3.
- c. The Third Party Terms set forth in Exhibit 4 are hereby added to Exhibit D of the Agreement.

2. Municipal Justice 10 Suite.

- a. The items set forth in the Amendment Investment Summary attached as Exhibit 5 to this Amendment are hereby added to the Agreement as of the first day of the first month

following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 5, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

- i. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$19,758 for the Tyler Software added herein. The first year’s annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client’s annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - ii. Unless otherwise provided herein, services identified at Exhibit 5 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced in accordance with Exhibit B of the Agreement.
 - b. The services set forth in Exhibit 5 will be provided in accordance with the Statement of Work attached hereto as Exhibit 6.
 - c. Client will receive a credit for the software maintenance and support fees and if applicable, for annual “Disaster Recovery” and “Tyler Systems Management” services fees, prepaid for the time period commencing on the first day of the SaaS Term.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Pittsburg, Kansas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Enterprise Resource Planning Amendment Investment Summary

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Alban Michaud
 Quote Expiration: 10/31/25
 Quote Name: City of Pittsburg-EERP-Migration
 from Incode 9
 Quote Description: Tyler EERP Pricing SaaS Term
 Sales Term: 3.00

Sales Quotation For:
 PITTSBURG, KS CITY OF
 201 WEST 4TH STREET
 PITTSBURG KS 66762-3819

Shipping Address:
 City of Pittsburg
 201 W 4th St
 Pittsburg KS 66762-0688

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	136	\$ 19,549.00
Accounts Payable	1	40	\$ 5,533.00
Budgeting	1	56	\$ 5,533.00
Capital Assets	1	40	\$ 4,655.00
Cash Management	1	32	\$ 3,199.00
Contract Management	1	32	\$ 2,111.00
eProcurement (Vendor Access and Punch-Out)	1	24	\$ 2,900.00
Project & Grant Accounting	1	32	\$ 3,742.00
Purchasing	1	88	\$ 8,072.00
Revenue Management			
Accounts Receivable	1	72	\$ 4,071.00
Cashiering	1	40	\$ 7,037.00
General Billing	1	48	\$ 2,690.00
Resident Access	1	40	\$ 3,800.00
Utility Billing CIS	1	288	\$ 7,678.00

Utility Billing Meter Interface	1	24	\$ 2,477.00
Content Management			
Content Manager Core includes Onboarding	1	32	\$ 10,284.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	80	\$ 14,313.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 5,440.00
GIS	5	8	\$ 1,480.00
Notify includes 30,000 Msgs and 1,000 Mins per year	1	16	\$ 6,000.00
Integrations			
3rd Party Asset Management API Connector	1	16	\$ 2,515.00
Sub-Total:			\$ 123,079.00
Less Discount:			\$ 21,349.00
TOTAL	1144		\$ 101,730.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Amazon Web Services Configuration Fee	1	\$ 1,863.00	\$ 1,863.00	\$ 0.00	\$ 0.00
Capital Assets Import Hours	12	\$ 155.00	\$ 0.00	\$ 1,860.00	\$ 0.00
COA Import Hours	12	\$ 155.00	\$ 0.00	\$ 1,860.00	\$ 0.00
Executive Insights Implementation	1	\$ 4,800.00	\$ 0.00	\$ 4,800.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 21,790.00	\$ 0.00
Project Management	288	\$ 155.00	\$ 0.00	\$ 44,640.00	\$ 0.00
Onsite Implementation	308	\$ 155.00	\$ 0.00	\$ 47,740.00	\$ 0.00
Remote Implementation	836	\$ 155.00	\$ 0.00	\$ 129,580.00	\$ 0.00
TOTAL				\$ 252,270.00	\$ 0.00

Payments Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Tyler Fees per Transaction

Description	Net Unit Price
Payments	
Enterprise ERP Payments General Billing	
Utility Access Payments Utility Billing	

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 101,730.00
Total Tyler Services	\$ 252,270.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 252,270.00	\$ 101,730.00
Estimated Travel Expenses excl in Contract Total	\$ 17,810.00	

Client’s purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Financials				
Accounting	1	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
Accounts Payable	1	\$ 6,200.00	\$ 3,100.00	\$ 3,100.00
Revenue Management				
General Billing	1	\$ 6,180.00	\$ 3,090.00	\$ 3,090.00
Utility Billing	1	\$ 27,200.00	\$ 13,600.00	\$ 13,600.00
TOTAL				\$ 21,790.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Assets Mobile	1	16	\$ 3,116.00
Bid Management	1	24	\$ 2,114.00
Inventory	1	40	\$ 4,303.00
Priority Based Budgeting			
Priority Based Budgeting - Additional Departments	1	4	\$ 8,000.00
Priority Based Budgeting - Base (3 Departments)	1	48	\$ 20,000.00
Priority Based Budgeting - Enterprise	1	72	\$ 64,000.00
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 100 Employees	1	56	\$ 9,353.00
Employee Expense Reimbursement	1	32	\$ 2,376.00
Human Resources & Talent Management	1	88	\$ 6,426.00
Payroll with Employee Access	1	240	\$ 9,342.00
Recruiting	1	16	\$ 1,494.00
Time & Attendance w Mobile Access - Up to 350 Employees	1	128	\$ 13,884.00
Additional			

Notify Additional Block of 12,000 Messages Per Year	1	0	\$ 300.00
Notify Additional Block of 5,000 Minutes Per Year	1	0	\$ 300.00
TOTAL:		764	\$ 145,008.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Payroll Accruals Import Hours	8	\$ 155.00	\$ 0.00	\$ 1,240.00	\$ 0.00
Payroll Deductions Import Hours	12	\$ 155.00	\$ 0.00	\$ 1,860.00	\$ 0.00
Payroll Employee Master Import Hours	12	\$ 155.00	\$ 0.00	\$ 1,860.00	\$ 0.00
Priority Based Budgeting - Project Management Base Priority	9	\$ 155.00	\$ 0.00	\$ 1,395.00	\$ 0.00
Based Budgeting - Project Management Enterprise	13	\$ 155.00	\$ 0.00	\$ 2,015.00	\$ 0.00
Conversion – See Detailed Breakdown Below				\$ 30,700.00	\$ 0.00
Onsite Implementation	204	\$ 155.00	\$ 0.00	\$ 31,620.00	\$ 0.00
Remote Implementation	560	\$ 155.00	\$ 0.00	\$ 86,800.00	\$ 0.00
TOTAL				\$ 157,490.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Maint/SaaS Discount	Total Maint/SaaS
Barcode Printer Kit	1	\$ 1,445.00	\$ 0.00	\$ 1,445.00	\$ 145.00	\$ 0.00	\$ 145.00
Barcode Scanner - NX21 Rugged Mobile Scanning Device	1	\$ 1,895.00	\$ 0.00	\$ 1,895.00	\$ 190.00	\$ 0.00	\$ 190.00
Cash Drawer	1	\$ 275.00	\$ 0.00	\$ 275.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1960GSR	1	\$ 475.00	\$ 0.00	\$ 475.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 65.00	\$ 0.00	\$ 65.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - Implementation	56	\$ 175.00	\$ 0.00	\$ 9,800.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 12,600.00	\$ 0.00	\$ 12,600.00
Printer (TM-S9000II)	1	\$ 1,660.00	\$ 0.00	\$ 1,660.00	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL	\$ 15,615.00	\$ 12,935.00
--------------	---------------------	---------------------

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Content Manager Core				
Content Manager Core - Accounting	1	\$ 1,400.00	\$ 0.00	\$ 1,400.00
Content Manager Core - Accounts Payable	1	\$ 7,400.00	\$ 0.00	\$ 7,400.00
Financials				
Project Accounting	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00
Purchase Orders	1	\$ 3,600.00	\$ 0.00	\$ 3,600.00
Human Resources Management				
Human Resources Management	1	\$ 14,300.00	\$ 0.00	\$ 14,300.00
TOTAL				\$ 30,700.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	\$ 19,549.00	\$ 3,910.00	\$ 15,639.00
Accounts Payable	\$ 5,533.00	\$ 1,107.00	\$ 4,426.00
Budgeting	\$ 5,533.00	\$ 1,107.00	\$ 4,426.00
Capital Assets	\$ 4,655.00	\$ 931.00	\$ 3,724.00
Cash Management	\$ 3,199.00	\$ 640.00	\$ 2,559.00
Contract Management	\$ 2,111.00	\$ 422.00	\$ 1,689.00
eProcurement (Vendor Access and Punch-Out)	\$ 2,900.00	\$ 290.00	\$ 2,610.00
Project & Grant Accounting	\$ 3,742.00	\$ 748.00	\$ 2,994.00
Purchasing	\$ 8,072.00	\$ 1,614.00	\$ 6,458.00
Revenue Management	Accounts Receivable \$ 4,071.00	\$ 814.00	\$ 3,257.00

Cashiering	\$ 7,037.00	\$ 704.00	\$ 6,333.00
General Billing	\$ 2,690.00	\$ 538.00	\$ 2,152.00
Resident Access	\$ 3,800.00	\$ 760.00	\$ 3,040.00
Utility Billing CIS	\$ 7,678.00	\$ 1,536.00	\$ 6,142.00
Utility Billing Meter Interface	\$ 2,477.00	\$ 495.00	\$ 1,982.00
Content Management			
Content Manager Core includes Onboarding	\$ 10,284.00	\$ 1,028.00	\$ 9,256.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	\$ 14,313.00	\$ 2,163.00	\$ 12,150.00
Additional Enterprise Forms Processing Software (including Common			
Form Set)	\$ 5,440.00	\$ 544.00	\$ 4,896.00
GIS	\$ 1,480.00	\$ 295.00	\$ 1,185.00
Notify includes 30,000 Msgs and 1,000 Mins per year	\$ 6,000.00	\$ 1,200.00	\$ 4,800.00
Integrations			
3rd Party Asset Management API Connector	\$ 2,515.00	\$ 503.00	\$ 2,012.00
TOTAL	\$ 123,079.00	\$ 21,349.00	\$ 101,730.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Amazon Web Services (AWS) has provided a credit in the amount of \$1,863 in sponsorship of your project.

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

Content Manager Core - Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History (Header, Detail)

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Utility Billing conversion includes: Standard - UB Account, CID's, Services/Meter Inventory, Assessments, Consumption History - up to 5 years, Balance Forward AR, Service Orders, Backflow, Budget Billing, Flat Inventory/Containers

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

The SaaS Setup Fee for your project has been discounted by 100% by credits sponsored and provided by Amazon Web Services (AWS). Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications,

Education

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Your payment of the annual subscription or SaaS fee for Tyler Notify will include an identified amount of messages and/or minutes annually. Additional messages and/or minutes may be purchased from Tyler in defined packages at our then-current rates. Tyler Notify will not restrict use of messages and/or minutes that exceed the allotted messages but reserves the right to invoice you for documented overages occurring during the annual term. Any unused messages or minutes remaining at the end of your annual subscription term expire.

Migration Modules Financials

Incode Financial Suite Maintenance Core Financials - Maintenance Fixed Assets - Maintenance

Project Accounting - Maintenance Purchasing - Maintenance General Ledger

Budget Preparation Check Reconciliation Accounts Payable

Purchase Orders - Maintenance Project Accounting

Fixed Assets Accounts Receivable U/SQL Data Dictionary **Utility Billing**

Utility CIS System Central Cash Collection

Service Order Management

Sensus Utility Handheld Meter-Reader Interface

Custom Programming - Cash Collection Receipt Import - Maintenance

Utility Billing Online Component - Annual Fee Utility Payment Import (Generic Interface) Enhanced
Utility Bill Printing - Maintenance Additional Utility Meter-Reader Interface **Technical Services**
System Software Non SQL Maintenance Basic Network Support Services
SQL Version of INCODE
System Software Non SQL Maintenance
Incode Content/Document Management Suite - Maintenance Annual fee to support and host Web site
Incode Content/Document Management Suite - Output Directore and Laserfiche System Software -
Maintenance
Laserfiche Output Channel - Maintenance Laserfiche Financial Suite Interface - Maintenance Standard
Forms Package - Maintenance
Output Director - Existing Customers -Maintenance Laserfiche Output Channel - Maintenance
Secure Signatures - Maintenance



Exhibit 2

Migration Terms Addendum

1. **Scope.** The terms in this Migration Terms Addendum (“Addendum”) apply to the agreement to which it is attached (“Agreement”), and under which we will provide certain Tyler software solutions listed in the Agreement’s Investment Summary (hereafter, the “Replacement Modules”) to replace some or all of Tyler solutions previously provided to you (hereafter, the “Migration Modules”). Accordingly, any conflict between the terms in this Addendum and the Agreement will be resolved in favor of the term(s) in this Addendum. The Migration Modules are listed in the Comments Section of the Investment Summary, and any capitalized terms not otherwise defined herein will have the meaning assigned to those terms in the Agreement.
2. **Support & SaaS Services for Migration Modules.** Your payment of annual SaaS Fees for the Replacement Modules includes annual maintenance and support services in the scope described by the Agreement, and, *to the extent currently being provided*, annual SaaS Services, for the Migration Modules for the time period covered by your payment of annual SaaS Fees.
3. **License/Use Rights for Migration Modules.** Unless expressly stated otherwise in the Agreement, your license to use a Migration Module terminates when the applicable Replacement Module is used in live production.
4. **Credit for Prepaid Fees for Migration Modules.** In the event you prepaid annual maintenance or SaaS fees for Migration Modules for any time during your annual SaaS Term for your Replacement Modules, Tyler will credit that prepayment to your account. This credit may be applied towards any future purchases from Tyler under the Agreement.



Exhibit 3
Enterprise Resource Planning Statement of Work

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit 4

Third Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit 5

Municipal Justice 10 Suite Amendment Investment Summary

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For:
PITTSBURG, KS CITY OF
201 WEST 4TH STREET
PITTSBURG KS 66762-3819

Shipping Address
City of Pittsburg
201 W 4th St
Pittsburg KS 66762-0688

Quoted By Audra Chandler
Quote Expiration 10/25/25
Quote Name MJ SaaS Flip to Cloud

Tyler Annual Software – SaaS	
Description	Annual
Municipal Justice	
Municipal Justice 10 Suite	
Public Safety Pro Interface	\$ 0
Enterprise ERP Interface	\$ 0
Content Manager Interface	\$ 0
Case Manager	\$ 17,459
Output Director	\$ 2,299
TOTAL:	
\$ 19,758	
Term # of Years: 3	

Tyler Fees per Transaction	
Description	Net Unit Price
Municipal Justice	

Tyler Fees per Transaction	
Description	Net Unit Price
Municipal Justice 10 Suite	
Court Case Resolution Bundle	\$ 0.00
Miscellaneous Payments	\$ 1.25

Payments										
	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Tyler One										
Municipal Justice Payments	Municipal Justice		3.95%	\$ 2.50				X	X	

Payer Card Cost per card transaction with Visa, MasterCard, Discover, and American Express when applicable.

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
Payments EMV Card Reader Purchase	1	\$ 529	\$ 529	\$ 0
PCI Service Fee (Per Device)	1	\$ 180	\$ 0	\$ 180
Tyler Third Party				
Hardware				
Topaz Signature Pad TL462 USB with Serial Emulation TLBK462 BSB	1	\$ 525	\$ 525	\$ 105
TOTAL:			\$ 1,054	\$ 285

Services		
Description	Hours/Units	Extended Price
Municipal Justice 10 Suite		
Professional Services	104	\$ 15,080
Content Manager Suite		
Professional Services	80	\$ 11,600
Data Conversion Services		\$ 10,000
Cashiering		
Professional Services	12	\$ 1,740
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 38,670

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 19,758
Total Third Party Hardware, Software, Services	\$ 1,054	\$ 285
Total Tyler Services	\$ 38,670	
Summary Total	\$ 39,724	\$ 20,043

Comments

All merchant/admin fees paid by Payor for Defendant Access and Mics. Payments.
Work will be delivered remotely unless otherwise noted in this agreement.
Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.
SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:
<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Case Manager	Includes Cash Collections
Court Case Resolution Bundle	Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.
Miscellaneous Payments	Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____



Exhibit 6
Municipal Justice 10 Suite Statement of Work

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK