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## CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, June 08, 2021 5:30 PM

#### **CALL TO ORDER BY THE MAYOR:**

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

#### **CONSENT AGENDA:**

a. Approval of the May 25, 2021, City Commission Meeting minutes.

Approval of the Appropriation Ordinance for the period ending June 8, 2021, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.** 

#### **SPECIAL PRESENTATION:**

a. FIVE YEAR FINANCIAL FORECAST - Finance Director Larissa Bowman and Deputy Finance Director Joe Wimmer will provide information regarding the City's five year financial forecast. **Receive for file.** 

#### **CONSIDER THE FOLLOWING:**

- a. FINAL PLAT E & J INVESTMENTS Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the Final Plat submitted by E & J Investments of Pittsburg, Kansas, for the property located on the north side of the 1900 Block of East Centennial (Wellington Springs). Approve or disapprove the recommendation and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City.
- b. PARTIAL MORTGAGE RELEASES AND WAIVERS OF RIGHT OF REPURCHASE SILVERBACK HOUSING DEVELOPMENT Consider staff recommendation to approve Partial Release of Mortgage documents and Waivers of Right of Repurchase for Lot Number 15 and Lot Number 16 in Silverback Landing, located in the Silverback housing development, as Arvest Bank, the primary lender for the project, took first position on the loan, with the City securing a second position on the P & L property until the loan is repaid in December 2023. Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Partial Release of Mortgage documents and Waivers of Right of Repurchase on behalf of the City.

## CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, June 08, 2021 5:30 PM

c. DISASTER RECOVERY TECHNICAL SYSTEM - Consider staff recommendation to enter into an agreement with ConvergeOne for services totaling \$32,563.00 to prepare and install equipment to establish a secure, remote disaster recovery site, and to approve payment of invoices totaling \$196,554.00 for hardware, software and maintenance for a period of four years. Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.

**NON-AGENDA REPORTS & REQUESTS:** 

**ADJOURNMENT** 

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 25, 2021

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, May 25<sup>th</sup>, 2021, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Larry Fields, and Patrick O'Bryan. Commissioner Dawn McNay was absent.

Mayor Munsell led the flag salute.

PUBLIC INPUT -

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

APPROVAL OF MINUTES – On motion of Fields, seconded by Brooks, the Governing Body approved the May 11<sup>th</sup>, 2021, City Commission Meeting minutes as presented. Motion carried. Absent: McNay.

APPROPRIATION ORDINANCE – On motion of Fields, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending May 25<sup>th</sup>, 2021, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, Munsell and O'Bryan. Motion carried. Absent: McNay.

2020 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) – Karen Linn, of BT&Co. P.A., the City's auditing firm, reviewed the City's 2020 audit and CAFR.

ADJOURNMENT: On motion of O'Bryan, seconded by Munsell, the Governing Body adjourned the meeting at 5:43 p.m. Motion carried. Absent: McNay.

	Chuck Munsell, Mayor	
ATTEST:		
Tammy Nagel, City Clerk		

6/01/2021 4:00 PM A/P HISTORY CHECK REPORT

PAGE:

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VENDOR SET: 99 City of Pittsburg, KS BANK: 80144 BMO HARRIS BANK DATE RANGE: 5/19/2021 THRU 6/01/2021

0112

0117

MARRONES INC

GATEHOUSE MEDIA KANSAS HOLDING E

CHECK INVOICE CHECK CHECK CHECK STATUS AMOUNT VENDOR I.D. NAME STATUS DATE AMOUNT DISCOUNT NO 0321 KP&F 5/28/2021 000000 46,058.84 D 0728 TCMA 5/28/2021 000000 772.50 D 40,758.90 1050 KPERS D 5/28/2021 000000 3079 COMMERCE BANK 5/26/2021 000000 59,305.90 D 6415 GREAT WEST TANDEM KPERS 457 D 5/28/2021 000000 4,266.00 7290 000000 3,178.06 DELTA DENTAL OF KANSAS INC D 5/21/2021 7290 000000 1,804.70 DELTA DENTAL OF KANSAS INC 5/28/2021 D 7877 TRUSTMARK HEALTH BENEFITS INC D 5/20/2021 000000 21,690.95 7877 TRUSTMARK HEALTH BENEFITS INC 5/27/2021 000000 48,211.41 D 8051 AFLAC GROUP INSURANCE 5/24/2021 000000 1,752.92 8370 WEX HEALTH, INC. D 5/28/2021 000000 5,395.54 0748 CONRAD FIRE EQUIPMENT 5/24/2021 011672 633.20 Ε 2004 17.22 AIRE-MASTER OF AMERICA, INC. E 5/24/2021 011673 6740 ED M FELD EQUIPMENT COMPANY, I 5/24/2021 011674 1,653.40 Ε 7567 MERIDIAN OIL & EQUIPMENT LLC 5/24/2021 011675 754.96 0046 ETTINGERS OFFICE SUPPLY Ε 5/24/2021 011676 116.00 0054 011677 5,051.81 JOPLIN SUPPLY COMPANY Ε 5/24/2021 0055 JOHN'S SPORT CENTER, INC. 5/24/2021 011678 501.95 Ε 0087 FORMS ONE, LLC 5/24/2021 011679 72.00 E 0105 PITTSBURG AUTOMOTIVE 011680 299.96 Ε 5/24/2021

5/24/2021

5/24/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0133	JIM RADELL CONSTRUCTION COMPAN	E	5/24/2021			011683	Š	9,295.00
0142	HECKERT CONSTRUCTION CO INC	E	5/24/2021			011684	1	1,640.64
0194	KANSAS STATE TREASURER	E	5/24/2021			011685	829	9,352.50
0202	CLIFF HIX ENGINEERING INC	E	5/24/2021			011686		180.00
0276	JOE SMITH COMPANY, INC.	E	5/24/2021			011687		526.76
0317	KUNSHEK CHAT & COAL CO, INC.	E	5/24/2021			011688	3	3,708.36
0345	THE VICTOR L PHILLIPS CO	E	5/24/2021			011689	1	1,347.74
0516	AMERICAN CONCRETE CO INC	E	5/24/2021			011690	1	1,575.01
0525	3M	E	5/24/2021			011691		929.19
0577	KANSAS GAS SERVICE	E	5/24/2021			011692	3	3,778.30
0695	BERBERICH TRAHAN & CO PA	E	5/24/2021			011693		850.00
0746	CDL ELECTRIC COMPANY INC	E	5/24/2021			011694		75.00
0866	AVFUEL CORPORATION	E	5/24/2021			011695	21	1,344.33
0968	LEE ENTERPRISES	E	5/24/2021			011696		511.00
1733	BMI, INC	E	5/24/2021			011697		313.00
1792	B&L WATERWORKS SUPPLY, LLC	E	5/24/2021			011698	13	3,564.41
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	5/24/2021			011699	1	1,089.39
2767	BRENNTAG SOUTHWEST, INC	E	5/24/2021			011700	2	2,181.17
2825	STATE OF KANSAS	E	5/24/2021			011701		523.15
2960	PACE ANALYTICAL SERVICES LLC	E	5/24/2021			011702	3	3,400.00
3668	MID AMERICA PROPERTIES OF PITT	E	5/24/2021			011703		516.00
4059	PSU - PRINTING & DESIGN SERVI	E	5/24/2021			011704		160.00

6/01/2021 4:00 PM A/P HISTORY CHECK REPORT PAGE: VENDOR SET: 99 City of Pittsburg, KS

80144 BMO HARRIS BANK BANK: DATE RANGE: 5/19/2021 THRU 6/01/2021

CHECK INVOICE CHECK CHECK CHECK VENDOR I.D. NAME STATUS DATE AMOUNT DISCOUNT NO STATUS AMOUNT 4307 HENRY KRAFT, INC. 5/24/2021 011705 232.70 Ε 5275 US LIME COMPANY-ST CLAIR 5/24/2021 011706 4,871.90 E 5420 AQUIONICS INC Ε 5/24/2021 011707 801.55 5552 NATIONAL SIGN CO INC 5/24/2021 011708 922.45 Ε 5855 STERICYCLE, INC. Ε 5/24/2021 011709 104.89 5931 VOGEL HEATING & COOLING INC 011710 11,230.00 Ε 5/24/2021 6595 011711 9,218.76 AMAZON.COM, INC 5/24/2021 Ε 6822 ELIZABETH BRADSHAW E 5/24/2021 011712 1,043.52 6846 GREENWAY ELECTRIC, INC. 011713 1,235.03 Ε 5/24/2021 6926 MARTIN KYLE SAYRE 5/24/2021 011714 550.00 430.00 6995 SUMMER WARREN Ε 5/24/2021 011715 7028 MATTHEW L. FRYE 5/24/2021 011716 400.00 Ε 7038 128.75 SIGNET COFFEE ROASTERS E 5/24/2021 011717 7087 PITTSBURG STATE UNIVERSITY FOU 5/24/2021 011718 175,000.00 E 7100 FIRST UNITED METHODIST CHURCH 5/24/2021 011719 7,993.81 Ε 7128 SWABY MFG Ε 5/24/2021 011720 1,430.00 7167 011721 345.93 QUADIENT LEASING USA INC Ε 5/24/2021 7281 CHEMCO SYSTEMS LP 5/24/2021 011722 2,753.16 Ε 7284 TRANSYSTEMS CORPORATION 5/24/2021 011723 8,780.00 E 7620 011724 POMP'S TIRE SERVICE INC Ε 5/24/2021 1,542.00 7629 EARLES ENGINEERING & INSPECTIO 5/24/2021 011725 11,296.25 7930 662.40 SANDERSON PIPE CORPORATION Ε 5/24/2021 011726

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8080	SUNNYVALE INVESTMENT PROPERTIE	E	5/24/2021			011727		500.00
8187	EXELON CORPORATION	E	5/24/2021			011728		993.49
8194	BAKER TILLEY MUNICIPAL ADVISOR	E	5/24/2021			011729	18	3,672.94
8291	ELYSE MUSIL	E	5/24/2021			011730		350.00
8422	VERNON MFG. CO, INC.	E	5/24/2021			011731		445.00
8211	UMB BANK N.A.	E	5/26/2021			011732	50	982.30
0748	CONRAD FIRE EQUIPMENT	E	6/01/2021			011733	5	5,726.67
6528	GALE GROUP/CENGAGE	E	6/01/2021			011734		199.13
6740	ED M FELD EQUIPMENT COMPANY, I	E	6/01/2021			011735	1	1,759.25
8202	PETROLEUM TRADERS CORPORATION	E	6/01/2021			011736	20	0,010.57
8236	NORTHGATE ASSOCIATES LLC	E	6/01/2021			011737	8	3,838.03
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	6/01/2021			011738		42.89
0044	CRESTWOOD COUNTRY CLUB	E	6/01/2021			011739		427.73
0046	ETTINGERS OFFICE SUPPLY	E	6/01/2021			011740		122.52
0105	PITTSBURG AUTOMOTIVE	E	6/01/2021			011741		70.14
0112	MARRONES INC	E	6/01/2021			011742		116.00
0181	INGRAM LIBRARY SERVICES	E	6/01/2021			011743		24.56
0422	DEMCO, INC	E	6/01/2021			011744		511.88
0866	AVFUEL CORPORATION	E	6/01/2021			011745	30	,281.36
4307	HENRY KRAFT, INC.	E	6/01/2021			011746		80.82
5532	TRAVIS BOWMAN	E	6/01/2021			011747		895.65
5855	STERICYCLE, INC.	E	6/01/2021			011748		321.60

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5883	SPROULS CONSTRUCTION INC	E	6/01/2021			011749	2.	5,748.00
7559	MEGAN LYNN MUNGER	E	6/01/2021			011750		252.00
7654	A & R RENTALS, LLC	E	6/01/2021			011751		15.00
7733	TROY GRAHAM	E	6/01/2021			011752	:	3,900.00
7839	VISION SERVICE PLAN INSURANCE	E	6/01/2021			011753		1,617.73
8246	BETHANY ANN BROOKS	E	6/01/2021			011754		538.00
8337	BLACKSTONE AUDIO, INC.	E	6/01/2021			011755		82.38
8425	DARREN ADAMS	E	6/01/2021			011756		180.01
6154	4 STATE MAINTENANCE SUPPLY INC	R	5/21/2021			188916		35.35
5561	AT&T MOBILITY	R	5/21/2021			188917		131.20
5966	BERRY COMPANIES, INC.	R	5/21/2021			188918	:	1,677.35
4050	CITRIX SYSTEMS INC	R	5/21/2021			188919		219.70
1616	CITY OF PITTSBURG	R	5/21/2021			188920		600.00
3516	CITY OF PITTSBURG	R	5/21/2021			188921		405.00
4263	COX COMMUNICATIONS KANSAS LLC	R	5/21/2021			188922		31.49
1	EDGAR, ADELY	R	5/21/2021			188923		260.00
1108	EVERGY KANSAS CENTRAL INC	R	5/21/2021			188924	:	2,877.50
6999	JERRY FUQUA	R	5/21/2021			188925		150.00
1	HETER, JONATHAN	R	5/21/2021			188926	:	1,000.00
8061	HORSE CREEK CATTLE LLC	R	5/21/2021			188927	1	6,654.70
4108	INLAND TRUCK PARTS CO	R	5/21/2021			188928	:	3,179.49
0845	JOCK'S NITCH	R	5/21/2021			188929		210.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2877	KDHE - BUREAU OF WATER	R	5/21/2021			188930		20.00
1	LORENZ HAUS DEVELOPMENT	R	5/21/2021			188931	15	5,000.00
8293	ADAN NANCE	R	5/21/2021			188932	1	1,125.00
6368	R & F FARM SUPPLY INC	R	5/21/2021			188933		126.25
0175	REGISTER OF DEEDS	R	5/21/2021			188934		20.00
0175	REGISTER OF DEEDS	R	5/21/2021			188935		21.00
8118	FRANK E ROBISON	R	5/21/2021			188936		400.00
6451	NAZAR SAMAN	R	5/21/2021			188937		650.00
0188	SECRETARY OF STATE	R	5/21/2021			188938		25.00
0188	SECRETARY OF STATE	R	5/21/2021			188939		25.00
8201	ROGER CLEVELAND GOLF COMPANY I	R	5/21/2021			188940		885.90
1	BELL, WYLIE	R	5/28/2021			188951	1	1,754.00
8278	GERSON BOCANEGRA	R	5/28/2021			188952		25.00
6545	CENTER POINT INC	R	5/28/2021			188953		171.39
7451	CITY OF ARMA	R	5/28/2021			188954		250.00
6358	FIREX, INC.	R	5/28/2021			188955		264.50
1	GUILES, DUSTIN	R	5/28/2021			188956		839.01
8424	BELL MANAGEMENT	R	5/28/2021			188957	1	1,929.35
1	KSBBBS	R	5/28/2021			188958		200.00
6367	NATIONAL FLEET TESTING SERVICE	R	5/28/2021			188959	1	1,888.75
0175	REGISTER OF DEEDS	R	5/28/2021			188960		38.00
0175	REGISTER OF DEEDS	R	5/28/2021			188961		20.00

6/01/2021 4:00 PM A/P HISTORY CHECK REPORT PAGE: 7

VENDOR SET: 99 City of Pittsburg, KS BANK: 80144 BMO HARRIS BANK DATE RANGE: 5/19/2021 THRU 6/01/2021

BANK: 80144 TOTALS:

134

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
8118	FRANK E ROBISON	R	5/28/2021		188962	800.00
2335	UNITED STATES TREASURY	R	5/28/2021		188963	1,298.08
* * TOTALS * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	38			55,208.01	0.00	55,208.01
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	11			233,195.72	0.00	233,195.72
EFT:	85			1,321,716.63	0.00	1,321,716.63
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBIT	rs	0.00			
	VOID CREDI	ITS	0.00	0.00	0.00	
TOTAL ERRORS: 0						
	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 801	44TOTALS: 134			1,610,120.36	0.00	1,610,120.36

1,610,120.36 0.00 1,610,120.36

A/P HISTORY CHECK REPORT

PAGE: 8

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
6152	MARTHA R CAMPBELL	R	6/01/2021		188964	217.00
6585	CLASS HOMES 1 LLC	R	6/01/2021		188965	60.00
4636	EVERGY KANSAS CENTRAL INC. (HA	A R	6/01/2021		188966	1,459.00
1601	GRAIG A. MOORE	R	6/01/2021		188967	625.00
7616	STEVE KUPLEN	R	6/01/2021		188968	1,411.00
8177	MISSISSIPPI REGIONAL HOUSING A	A R	6/01/2021		188969	619.38
8341	MARK MONSOUR	R	6/01/2021		188970	453.00
1800	DAN R. RODABAUGH	R	6/01/2021		188971	718.00
6451	NAZAR SAMAN	R	6/01/2021		188972	1,367.00
8109	CONNOR SPRESSER	R	6/01/2021		188973	196.00
0472	LARRY SPRESSER	R	6/01/2021		188974	472.00
4897	JOHN VINARDI	R	6/01/2021		188975	845.00
* * T O T A L S * *  REGULAR CHECKS:  HAND CHECKS:  DRAFTS:  EFT:  NON CHECKS:  VOID CHECKS:	NO 12 0 0 0 0 0 0 VOID DEBITS VOID CREDIT		0.00	INVOICE AMOUNT 8,442.38 0.00 0.00 0.00 0.00	DISCOUNTS 0.00 0.00 0.00 0.00 0.00	CHECK AMOUNT 8,442.38 0.00 0.00 0.00 0.00
TOTAL ERRORS: 0	VOID ONDDII		3.30	3.00	3.30	
VENDOR SET: 99 BANK: HA	NO AP TOTALS: 12			INVOICE AMOUNT 8,442.38	DISCOUNTS 0.00	CHECK AMOUNT 8,442.38
BANK: HAP TOTALS:	12			8,442.38	0.00	8,442.38
REPORT TOTALS:	146			1,618,562.74	0.00	1,618,562.74

Passed and approved this 8 <sup>th</sup> d	ay of June, 2021.	
	Chuck Munsell, Mayor	
ATTEST:		
Tammy Nagel, City Clerk		

# Long-Term Financial Plan





# Five-Year Financial Plan May 22, 2021

## Introduction:

The Five-Year Financial Plan is a forecasting tool that assists City leaders in developing strategies to achieve the City's goals. The objectives of the financial plan are to:

- 1. **Assess** the implications today's decisions have on future financial viability
- 2. **Develop** strategies to achieve goals and objectives
- 3. Analyze revenue and expenditure trends
- 4. *Plan* for programs and services that may be offered or eliminated
- 5. **Grow** the City strategic decision-making to achieve financial stability and increase bond rating

The information in this forecast includes an analysis of the City's major revenue sources and expenditures. Financial forecasts are derived from quantitative trend estimates, including those dependent on economic conditions such as the current pandemic, as well as qualitative estimates utilizing the experience and knowledge of the City's professional staff.

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- Financial Environment
- Goals and Priorities

#### Develop

- Financial Trends
- Revenue and Expenditure Forecast

### Analyze

- Reserve levels
- Gap Analysis

#### Plan

- Future Projects
- Rate schedules
- Structurally balanced budget

#### Grow

- Make data driven decisions
- Achieve Goals

1

## **Background:**

The community's strategic process, visioning **Imagine** Pittsburg, reflects the priorities and input of the community, and serves as a strategic guide for the City of Pittsburg. The Imagine Pittsburg plan describes six areas of focus that direct the community towards attaining the overall vision of where Pittsburg should These areas of focus will continue to be a priority in the 2022 Budget and subsequent years.



Within these areas of focus, The City Commission and Executive team identified the following priorities for each



- Create planned neighborhoods
- Encourage infill development



- Market to targeted industries
- Migrate local skills shortages



- Identify mental health resources
- Identify permanent funding for the Children's Advocacy Center



- Increase access to technology
- Develop a sustainable capital investment program



- Workforce development alignment
- Availability of quality child care and pre-K



- Tell Pittsburg's story
- Increase awareness of Imagine Pittsburg with stakeholders

Although the COVID-19 pandemic continues to influence municipal operations, we anticipate the bulk of the financial impact is in the past. The estimates built into this forecast assume economic-influenced revenues will generally return to pre-pandemic levels. The resilience of our community through their support of the local economy in 2020, along with the organization's operational adjustments, mitigated the impairment to the City's financial health. The City was able to continue contributions to fund reserves in 2020 without lowering levels of service.



In 2020, voters approved to extend a 0.50% Street Sales Tax through 2031. The next renewable sales tax set to expire is the 0.50% Public Safety Sales Tax (\$2.2M revenue) in 2023.

Moving forward together, the City and community is in a positive state of progress. Historical financial management has put the City in an encouraging position to continue moving Pittsburg forward to meet Imagine Pittsburg goals by leveraging current momentum and optimizing City operations.

To ensure future financial stability, while developing and analyzing the five year plan we must consider:

- Increasing revenues incrementally
- Maintain reserves
- Updating policies and procedures
- Monitoring and controlling expenditures
- Practicing long term planning
- Making data driven decisions

## 2020 Working Day Recap

During the 2020 working day session, the following recommendations were made. The actual actions approved by the City Commission are noted at the end of each section.

Specifically, we recommended:

1. No change to the General Fund mill rate for years 2021-2024

Action Taken: The City Commission approved the 2021 General Fund with no mill rate increase.

- 2. Increasing utility rates by
  - a. 0% for 2021
  - b. 3% for 2022
  - c. 3% for 2023
  - d. 3% for 2024

Action Taken: The City Commission approved a 0% increase in utility rates for the 2021 budget.

**3.** Increasing the Debt Service Fund mill rate minimally as needed for the years 2021-2024

Action Taken: The City Commission approved the 2021 Debt Service Fund with no mill rate increase.

- **4.** Adopting the following long-term plans
  - a. Capital Improvements Plan
  - b. Equipment Replacement Plan
  - c. Financial Plan

Action Taken: The City Commission adopted as presented.

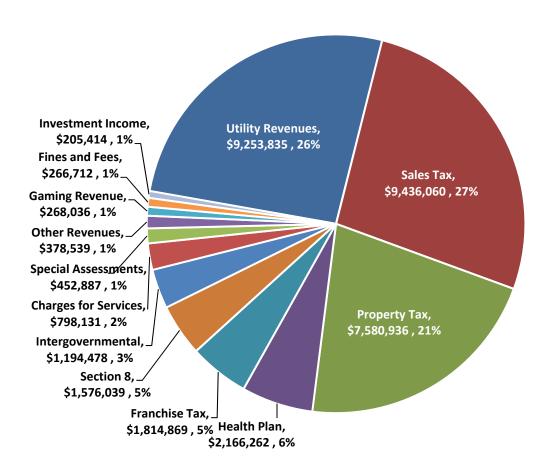
- **5.** Limit salary increases to
  - a. 0% COLA and 0% merit increase in 2021.
  - b. 1.0% COLA in 2022-2024 and 1.0% merit salary increase in 2023.

Action Taken: The City Commission approved the 2021 budget with a 3.0% COLA salary increase. With financial uncertainty from the COVID-19 pandemic, no COLA or merit increase was supported for the revised 2021 budget. However, with financial goals being met at the end of the 2020 fiscal year, the Commission supported a 2% COLA.

## **REVENUES**

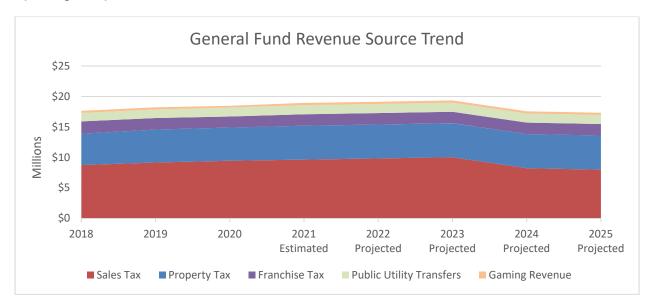
The City of Pittsburg receives revenue from a variety of sources; however, nearly all revenue is collected into two main funds: the general fund and the public utility fund. When compared to 2019 total revenues, 2020 revenues increased by \$443,999. The following pie chart shows the City's 2020 revenues by source and the percentage of total revenues each source represents. Utility revenue, sales tax revenue and property tax revenue comprise 74% of the City's total revenues.

# 2020 Revenues by Source \$35,392,198



## General Fund

The four main sources of revenue in the general fund are as follows: property tax, sales tax, franchise tax and transfers from the public utility fund. Gaming revenue from the Kansas Crossing Casino is a newer revenue stream in the general fund with the casino opening in April 2017.



## Other Types of Revenues

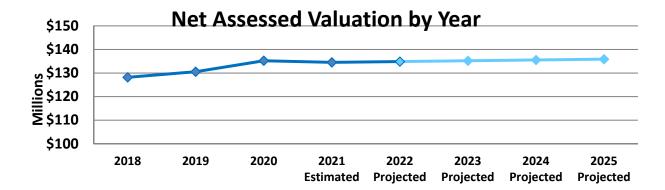
The City's other general fund revenue sources are:

- Intergovernmental
- Investment Income
- Fines and Fees
- User Fees
- Licenses and Permits
- Miscellaneous

## **Property Tax**

The property tax is an ad valorem tax, meaning, it is based on the value of real estate or personal property owned by an individual or company. There are two components for calculating property taxes: property valuations and the mill levy. The City determines the level of service for the upcoming year and sets the property tax rate at an amount, which will pay for those services.

The City's net assessed valuation had remained relatively flat until 2018 when it increased by \$8.2 million or 6.84% which was due to the construction of the Kansas Crossing Casino and Hampton Inn Hotel. In 2020, net assessed valuation decreased by \$696,575 or 0.52%. This was in due to a change by the State in valuating low-income housing. For the years 2021 through 2025, staff is projecting minimal growth of 0.25% in the City's net assessed valuation. The graph below shows the projected trend in Pittsburg's net assessed valuation.

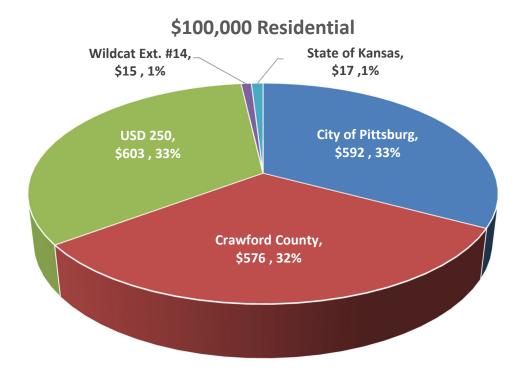


For the 2021 budget year, one mill in the City of Pittsburg generates \$134,528. Historically the City has collected 96% of the taxes levied using the last five-year average. The table below shows the general fund mill rate and actual tax dollars generated for the last five years and 2021 estimates.

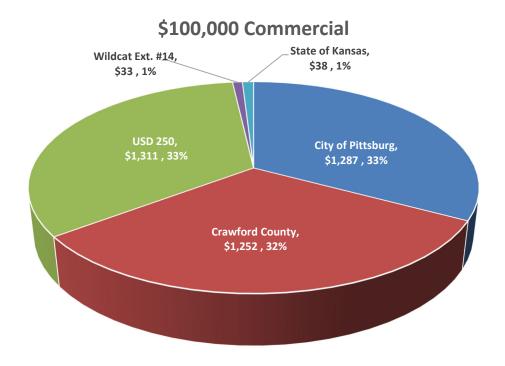
Valued for	Net Valuation	General Fund Mill Rate	Tax Dollars Collected
2016	\$ 118,016,161	33.076	\$ 3,966,486
2017	\$ 119,976,319	36.946	\$ 4,294,357
2018	\$ 128,182,295	36.961	\$ 4,505,260
2019	\$ 130,553,454	36.984	\$ 4,623,134
2020	\$135,225,048	36.967	\$ 4,707,235
2021	\$134,528,473	37.403	\$ 4,773,863

The City receives only a portion of the property taxes paid by residents. The State of Kansas, Crawford County, Unified School District #250 and the Kansas Wildcat Extension #14 also assess taxes on property. One mill on a residential property appraised at \$100,000 will generate \$11.50 in property tax annually while one mill on a commercial property appraised at \$100,000 will generate \$25.00 in property tax annually.

The following pie chart shows the various property tax jurisdictions within Pittsburg and their approximate 2021 cost on a residential property with an appraised value of \$100,000.



The following pie chart shows the various property tax jurisdictions within Pittsburg and their approximate 2021 cost on a commercial property with appraised value of \$100,000.

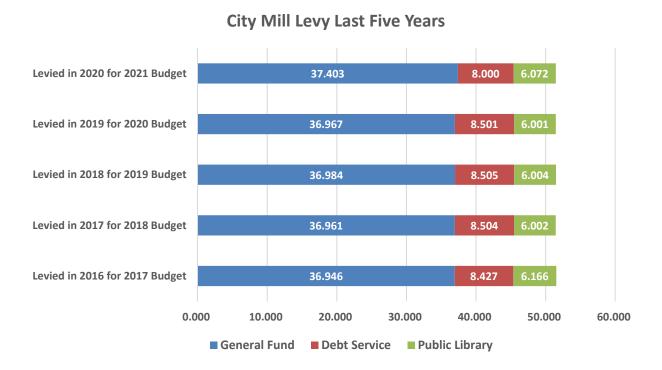


The following table shows the various property tax jurisdictions within Pittsburg and their respective 2020 mill rates.

Entity	Mill Rate
USD 250*	52.420
City of Pittsburg	51.475
Crawford County	50.067
State of Kansas	1.500
Kansas Wildcat Extension #14	1.383
TOTAL	156.783

<sup>\*</sup>Per Kansas statute, Unified School Districts are exempt from the 20 mill statewide Portion of the mill rate which equates to \$46.00 annually

The following graph shows the breakdown of the City property taxes levied for the last five years.

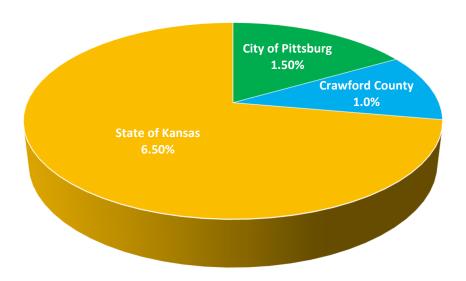


#### Sales Tax

Sales taxes are a source of revenue paid to a government entity for the sales of certain goods and services. For most sales in Kansas, the law requires the seller to collect the tax from the consumer at the point of sale. Generally, sales tax is collected one month, then the sales tax collected is remitted to the state the following month and then the state remits the appropriate share of the tax to the appropriate governmental entity in the third month.

The following pie chart shows the total sales tax rate within the Pittsburg city limits (excluding the Tax Increment Financing District and Northgate Community Improvement District).





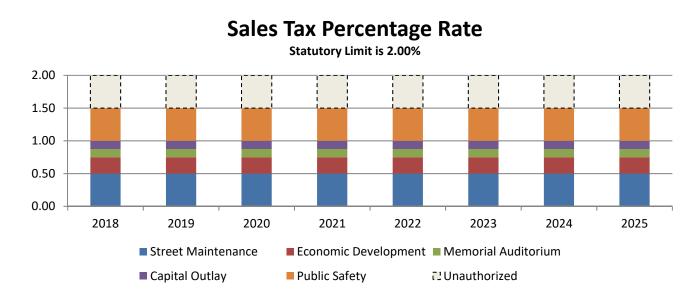
Sales taxes are the leading sole source revenue stream for the City of Pittsburg. However, all the City sales taxes are earmarked for specific uses. The portion of the Crawford County sales tax received by the City is unrestricted and is used to support the General Fund operations. Staff is projecting the City will receive approximately \$2.5 million of the Crawford County sales tax in 2021.

Of the five programs funded by dedicated sales taxes in Pittsburg, two have renewal or end dates. The two original sales taxes for street maintenance were consolidated and approved by voters for another ten years in 2020 and will expire December 31, 2031. The half-cent sales tax to enhance public safety was approved by voters in 2013 and will expire December 31, 2023. The quarter-cent for economic development and the eighth-cent for the auditorium and capital outlay have no expiration date.

The State of Kansas statutory limit on sales tax rates is two percent for municipalities. The City's portion of the sales tax rate is currently one and a half percent.

Pittsburg Sales Tax Earmarks		
Purpose	Rate	End Date
Public Safety	.50	12-31-2023
Street Maintenance	.50	3-31-2031
Economic Development	.25	Ongoing
Capital Outlay	.125	Ongoing
Memorial Auditorium	.125	Ongoing
Total	1.50	

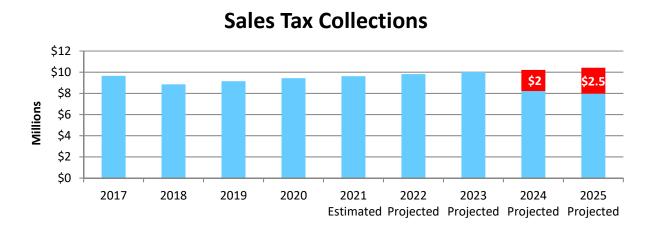
The City's Tax Increment Financing District has an additional .30 sales tax rate and is used to repay the Transportation Development District (TDD) debt which is expected to be retired in 2027. Historically, the TDD sales tax has not been sufficient to pay the annual debt payments and the general fund has to make transfers of \$15,000 to \$30,000 annually.



Better than expected, the local economy tolerated the pandemic resulting in a 3.14% growth in sales tax revenue collections when compared to 2020. Initial estimates

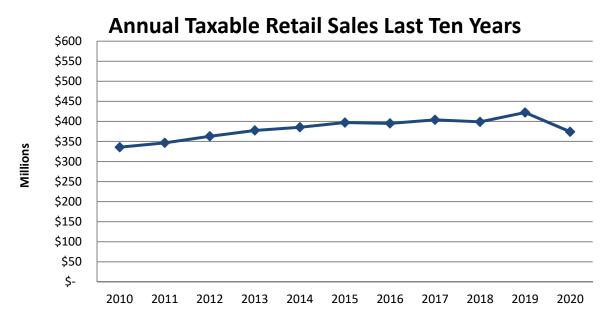
forecasted a 15% decline in sales tax revenue for 2020. The revised estimates for 2021 through 2025 is 2% growth annually.

The graph below shows actual and projected sales tax revenue collections for the City through 2025. The red starting in 2024 is the projected amount of sales tax that the City would collect if the half-cent public safety sales tax was renewed.



#### **Annual Retail Sales**

The following graph shows the City's annual taxable retail sales for the last ten years.



Sales tax collections can vary for lots of reasons. In 2020, we saw a shift in use tax due to legislation that required remote sellers to collect and remit use tax. Therefore, we

noticed a significant increase in use tax collections, while sales tax collections dropped slightly. We also saw a change in consumer behavior in 2020, likely due to COVID-19. Consumers were more likely to choose to have purchases delivered to their homes rather than going to a store.

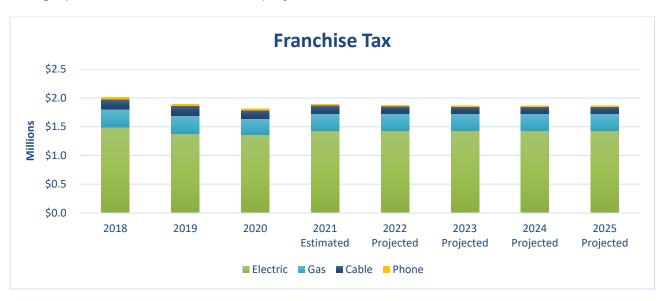
#### **Franchise Taxes**

Franchise taxes are the general funds third largest revenue source; and the third largest unrestricted revenue source. Franchise taxes for the City include:

- > Electric
- Natural Gas
- Cable
- > Telephone

Franchise taxes are not consistent; their unpredictability is based more on annual climatic conditions and the commodities market instead of the economy. The electric franchise taxes comprised 75% of the total franchise taxes collected in 2020 and are specifically driven by the climate and stockholder demands. Natural gas franchise tax collections were flat in 2020 compared to 2019 due to weather conditions and the commodities markets. Cable franchise taxes have been declining for several years and cell phones have reduced the dependence on landline telephones, so that portion of franchise tax continues to decline. Staff is projecting 2021 franchise tax collections to remain relatively flat. Total franchise collections are expected to slightly decline for the period of 2022-2025.

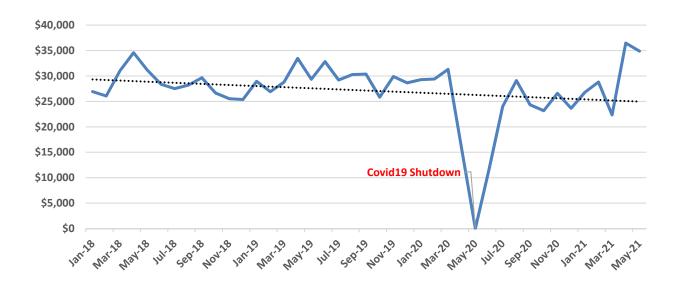
The graph below shows actual and projected franchise tax collections.



#### **Casino Gaming Revenue**

The City receives one percent of the gaming revenues generated by the Kansas Crossing Casino plus property taxes and utility charges for service. In 2020, the City collected \$268,036 of gaming revenue. Due to the casino being closed for the months of March and April in 2020 gaming revenue was \$0 for those months. Revenues in 2021 are estimated at \$355,000. For years 2022-2025 staff is projecting to return to pre-pandemic revenue amounts of \$355,000 annually.

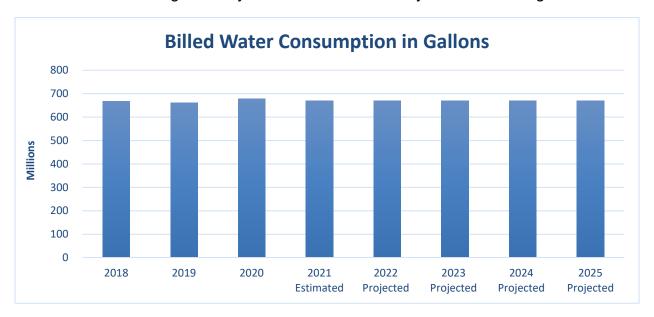
# **Casino Gaming Revenues Collections by Month**



## **Public Utilities**

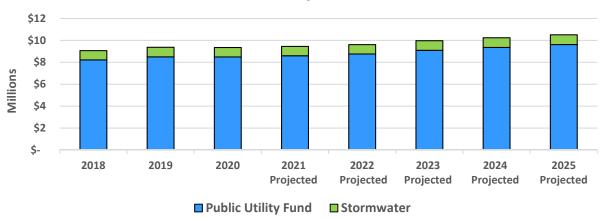
The primary revenue source for public utility activities is user fees. In the case of water and wastewater, the levels of usage are volatile and based on climatic conditions, as well as types of consumer base. Also, if the season is mild and wet, water use is lower than during high heat and drought conditions.

The graph below depicts actual and projected billed water consumption for the City's water utility. Since we cannot predict what climate conditions will be or what economic development will occur to impact water and wastewater usage, consumption is projected to remain at the average of the years 2018 thru 2020 for years 2021 through 2025.



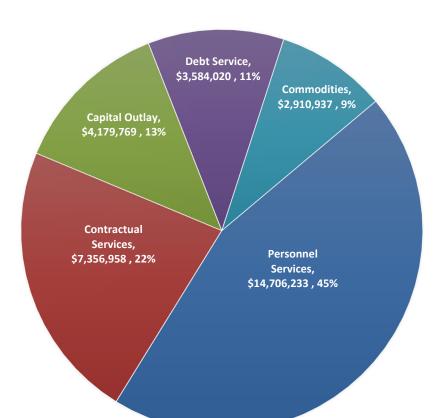
No rate increases were budgeted in 2020 due to a healthy reserve, and once again remained flat in 2021 due to the pandemic. Staff recommends a 3% per year increase from 2022-2025 to cover operating expenses and debt cost, particularly with the upcoming Wastewater Treatment Plant Project.

# **Public Utility Revenue**



## **EXPENDITURES**

The City directs its financial focus to program-based initiatives and is budgeting expenditures accordingly, in order to accomplish goals. The following chart shows the expenditures by category for 2020 excluding inter-fund transfers.



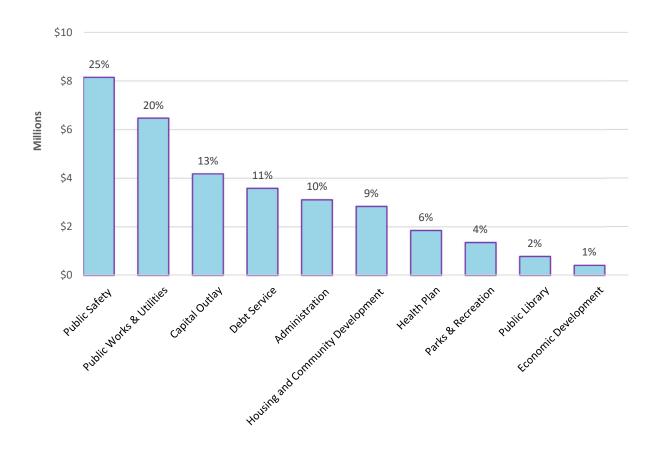
2020 Expenditures by Category \$32,737,917

Personnel expenditures, as is the case with most entities, represent the majority of the City's expenditures. The personnel costs include salaries and benefits. The City's benefit costs include health insurance, pensions, social security, worker's compensation insurance, Medicare and unemployment insurance. Contractual services include a variety of expenses including but not limited to property and liability insurance, group health claims expense, software license agreements, utility costs, professional services and lease payments for certain equipment. For 2021 the City has 293 full time equivalent employees (FTE) budgeted, with 242 positions having full time status.

Commodities include operating materials needed to perform City services and include but are not limited to equipment maintenance, gas and oil, chemicals, concrete, rock, computer and network materials, uniforms, janitorial supplies and office supplies.

Another useful way to view the City's expenditures is by program. The 2020 expenditures by program excluding inter-fund transfers are shown below. In 2020 four program categories comprise 69% of City expenditures. They are Public Safety at 25%, Public Operations (utilities and streets) at 20%, Capital Outlay at 13% and Debt Service at 11%.

# 2020 Expenditures by Program \$32,737,917



### **City Health Insurance Plan**

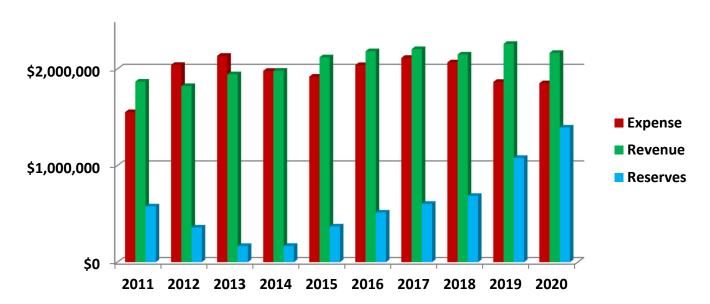
The City offers health insurance coverage to active employees and their dependents. Retired employees have the option to remain on the City's plan until they are eligible for Medicare or become covered or are eligible to be covered under another plan.

The City's health insurance plan is a self-funded plan paid for by employer and employee contributions to the plan based upon the tier of coverage selected. Self-insured plans are often referred to as "pay as you go." This is because the claims are paid as they are incurred rather than paying premiums. Any balance that is unused stays in the fund to help offset future costs.

In 2015, the City changed its health insurance plan from a single provider and carved out the provider's network, the pharmaceutical provider, the dental provider, the stop loss insurance provider and the third-party administrator with the expectation of getting better service and saving money. The City's health plan reserves were \$168,669 at the start of 2015 and were \$1,393,576 at the end of 2020, an increase of \$1,224,907. The Five-Year Financial Plan projections are for cost increases of 3% or less. However, there have been no raise in premiums for six years. Due to the volatility of health insurance costs, staff will review the City's health plan every fiscal year to address affordability and cost containment.

The graph below shows a comparison of revenues to expenditures for the last ten years of the City's health insurance program.

## **Health Insurance Analysis - Last Ten Years**



#### **Capital Improvements**

Capital expenditures are resources used to acquire, maintain, repair, replace, or upgrade fixed assets. Fixed assets are typically those assets with a life span exceeding a normal business cycle and whose cost exceeds a minimum dollar threshold established by management.

These assets are used to provide services to the public and during the course of their lifetime will require maintenance to keep them operating safely and efficiently. The performance and continued use of assets is essential to the health, safety, economic development, and quality of life for the public.

Budgetary pressures often cause maintenance to be delayed due to lack of resources. This is referred to as deferred maintenance. Prolonged deferred maintenance results in higher costs, asset failure, and health and safety issues. Therefore, in order to adequately address these issues, a capital improvement plan is essential.

Currently, the City's fixed assets have a net value of approximately \$102.5 million dollars. It is estimated that the city should spend about 5% of the value of assets annually on maintenance. This equates to approximately \$5.1 million dollars each year.

In the City's 2020 Five-Year Capital Improvements Plan, staff identified approximately \$236.8 million of needs for years 2021 through 2025 and beyond; \$170.2 million of this total is unfunded. During the 2020 budget year the following major infrastructure needs were completed for approximately \$4.9 million:

- Milled and overlay of several residential streets \$704,079
- Construction of East 14th Bridge was completed \$454,946
- New water meters installed \$440,015
- Milled and overlay North Broadway from 10<sup>th</sup> to 20th \$266,918
- Milled and overlay Locust from Jefferson to 4<sup>th</sup> \$225,675
- Various sanitary sewer improvements \$150,099
- Blast and recoat of water treatment plant solids contact \$100,170
- New water lines completed \$95,000
- Milled and overlay Atkinson from Broadway \$81,748
- Upgraded Airport Automatic Weather Observation System \$36,177

## **DEBT SERVICE**

Effective financial management includes analyzing several funding mechanisms to determine what option is the most beneficial to the City. In some cases, issuing debt is the best available option. The City of Pittsburg traditionally uses debt for infrastructure improvements, which have a long useful life and are unable to be paid from the operating budget. The revenues for making the debt payments are derived from the following sources based upon the nature of the improvement and the type of debt that has been issued:

- Property Taxes
- Charges for Services
- Sales Taxes
- Special Assessments
- Transfers

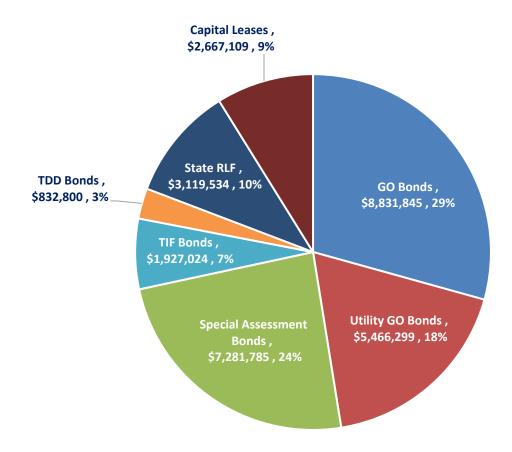
The City's bond rating was upgraded from A+ to AA- by Standard and Poor's in 2015. The upgraded bond rating was due to the City's enhanced financial management practices coupled with stable budgetary performance and projected stability in future years.

The City's current goal for general obligation bonded debt is to keep the debt service fund mill levy rate between 8 and 10 mills annually. This levy is used to fund general obligation debt payments.

### **Types of Debt**

The City of Pittsburg uses several types of debt to pay for capital improvements and expensive equipment. The total debt amount of outstanding debt at December 31, 2020 including principal and interest is \$30,126,396. The graph on the following page shows the type of debt and the category percentage of the City's total debt.

# Pittsburg 2021 Outstanding Debt \$30,126,396



Effective debt management requires monitoring debt levels to ensure the soundness of the City's financial position and continued credit worthiness.

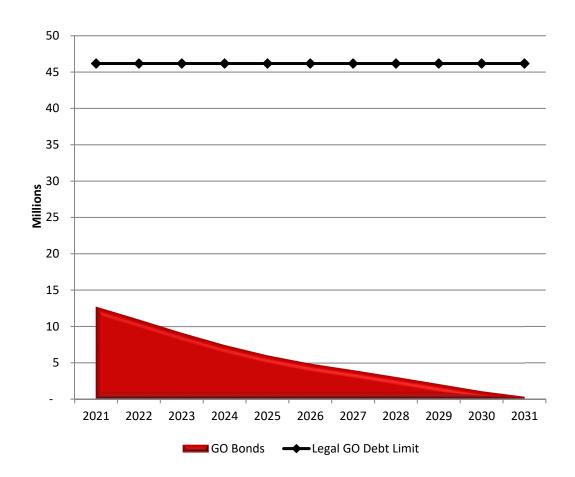
#### For Fiscal Year 2021

City's property tax supported G.O. debt as a percentage of net assessed valuation	8%
City's property tax supported G.O. debt per capita	\$506
Mill Rate	8.000 mills

There are two main types of municipal bonds: general obligation bonds and revenue bonds. A general obligation bond (GO) is a municipal bond backed by the full credit and taxing power of the City. When GO bonds are issued, the City pledges to use all available resources, including general funds and taxes, to repay the bondholders. General obligation bonds are used to finance public projects that do not make money such as

parks. Revenue bonds, rather, are used to finance projects with a built-in revenue stream, such as the City's utilities. Revenue bonds are backed by specific sources of revenue. With GO bonds, the City can, and is expected to, use all means necessary to repay bondholders.

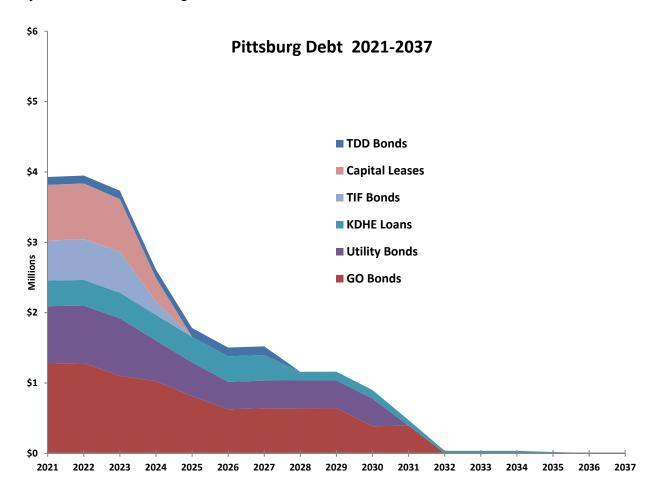
Legal G.O. Debt Limit Compares to Current Debt Level



Kansas statutes require general obligation debt to be less than 30% of assessed valuation including motor vehicle. The current legal debt limit is \$46.1 million. The graph above shows the difference between the City's current total outstanding G.O. Debt (principal only) of \$12.7 million compared to what is allowed according to state statutes. The red indicates the City's level of G.O. Debt as compared to the black line which indicates the legal limits (30% of assessed valuation including motor vehicle).

#### **Cumulative Debt**

The following graph depicts the City's total annual debt by type and the year the bonds are scheduled to retire. The graph excludes the special assessment bonds being repaid by the Kansas Crossing Casino.



### **RESERVES**

Reserves are the cornerstone of financial stability and flexibility, providing options to respond to unforeseen risks. The Government Finance Officers Association (GFOA) recommends minimum reserve levels at 16% of revenues or two months of expenditures. The City's goal is two months of expenditures.

Several risk factors to consider are:

- Revenue volatility
- Infrastructure condition
- Extreme events such as weather and COVID-19 pandemic

Since the great recession the City has realized growth in community investment with property valuations and sales tax collections increasing each year. At the close of 2020 fund reserve levels for the general fund and utility fund met the City's goal of at least 16% of expenditures. The chart below shows the impact of staff projections on restricted and unrestricted reserves.

The unrestricted reserves peaked in 2020 and are projected to remain relatively flat until 2023. The decline in 2024 projects the effect of the public safety sales tax not being renewed.



The following graph shows the projected operating reserves of the General Fund compared to the reserve goal of 16% of expenditures.

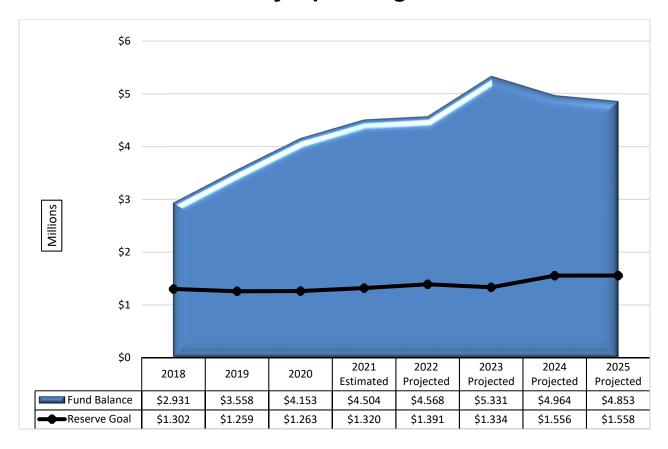
### **General Fund Operating Reserves**



The end of the 2018 fiscal year is the first time that the reserve goal was met since the great recession. The general fund reserves peaked at the close of 2019 and that was beneficial as it allowed the City to start the 2020 fiscal year with healthy reserves, which equipped us for the uncertainty of COVID-19. The above graph projects what will happen if the public safety sales tax is not renewed, as it expires on December 31, 2023.

The graph on the next page shows the projected operating reserves for the Public Utility compared to the reserve goal of 16% of expenditures.

### **Public Utility Operating Reserves**



We project that reserves with climb steadily over the next few years. The increase from 2021 to 2025 is due to putting aside reserves for future debt costs of the planned new wastewater treatment plant. Permanent financing for this new plant will be through the Kansas Division of Health and Environment loan program. Staff is projecting the Public Utility Fund will meet the 16% of expenditures reserve goal for years 2021-2025.

#### SUMMARY AND RECOMMENDATION

Current decisions and plans will have a direct impact on the financial stability of the City. External factors are those that the City has very little control over and yet those factors have a significant impact on our financial position. As we saw in 2020, the pandemic brought a lot of uncertainty. The City feels like we have weathered the storm and continue to see growth in our community. Some other factors are property valuations, extreme or unusual weather, intergovernmental funding source reductions, health insurance costs, property and liability insurance costs, retirement costs, legislative mandates, electricity and natural gas costs and other operating cost increases.

During the 2021 legislative session, the tax lid was removed and the legislature enacted Senate Bill 13. This legislation establishes new notice and public hearing requirements if the proposed budget will exceed the property tax levy's revenue neutral rate. Revenue Neutral rate is when the mill would generate the same property tax revenue in dollars as levied the previous tax year using the current tax year's total assessed valuation.

Based upon our projections of revenues and expenditures, using historical data and other known factors, this financial plan was prepared using the following assumptions, considerations and recommendations. Staff will continue to review the City's financial position each year and make recommendations to the Five Year Financial Plan for your consideration.

#### **Assumptions**

- > Sales tax revenue, 2% growth for years 2022-2025 using the prior year's level
- ➤ Assessed valuation is projected to be flat for years 2021 and then 0.25% growth for years 2022 thru 2025
- ➤ Gaming revenue from the Kansas Crossing Casino returns to \$355,000 annually for years 2021-2025
- ➤ Utility rate increases in 2022 of 3% and then a 3% rate increase annually for years 2022-2025 to offset the debt expense for the new wastewater treatment plant
- All other revenues project flat to minimal growth
- ➤ Retirement costs will continue to rise in years 2022-2025 with a 0.25% KPERS and 0.25% KPF increases per annum
- Worker's compensation insurance will continue to increase at a rate of 3% annually
- ➤ Electric utility expense will continue to rise at an average of 3% annually
- Property and liability insurance will continue to increase at an average rate of 3% annually

➤ Contractual and commodities expenses are projected to increase 2% annually for years 2022-2025

#### Considerations

- > Adjust revenues based upon historical and current trends
- ➤ Monitor and control expenditures
- ➤ Maintain a structurally balanced budget
- Maintain minimum reserve levels
- Continue to practice long term planning
- Make data driven decisions
- > Provide programs and services guided by the Imagine Pittsburg goals

#### Recommendations

- > 1% cola in years 2022-2025
- > 2% merit increase in year 2023 and 2025
- ➤ Minimal changes to the Debt Service Fund mill rate for years 2022-2025
- ➤ Increase utility rates by 3% annually for years 2022-2025



#### **DEPARTMENT OF PUBLIC WORKS**

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4100 www.pittks.org

### **Interoffice Memorandum**

TO: DARON HALL

City Manager

FROM: DEXTER NEISLER

**Zoning Administrator** 

**DATE:** May 27, 2021

**SUBJECT:** Agenda Item – June 8, 2021

Final Plat of the Property Located on the North side of the 1900 block of East

**Centennial Drive** 

The Planning Commission/Board of Zoning Appeals, in its meeting of May 24, 2021, considered a request, submitted by E&J Investments, of Pittsburg, Kansas, to allow for a Final Plat under the provisions of Article 2 of the Pittsburg Subdivision Regulations, for the property located on the North side of the 1900 block of East Centennial Drive, with the legal description:

A portion of the Southwest Quarter of the Southeast Quarter of Section 33, Township 30 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence on a bearing of North 02 degrees 53 minutes 56 seconds West (Kansas Coordinate System, 1983, South Zone) along the West line of said Southeast Quarter a distance of 40.00 feet to the North right of way line of East 530th. Avenue to the point of beginning of the following described tract; thence continuing on a bearing of North 02 degrees 53 minutes 56 seconds West along said West line a distance of 1273.70 feet to the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence on a bearing of North 87 degrees 32 minutes 12 seconds East along the North line of said Southwest Quarter of the Southeast Quarter a distance of 825.02 feet to a point being 825.00 feet perpendicular distance from said West line; thence on a bearing of South 02 degrees 53 minutes 56 seconds East a distance of 1286.93 feet to the North right of way line of East 530th. Avenue; thence on a bearing of South 87 degrees 58 minutes 09 seconds West and parallel with the South line of said Southwest Quarter of the Southeast Quarter a distance of 144.15

feet; thence on a bearing of North 02 degrees 53 minutes 56 seconds West along said right of way a distance of 7.00 feet; thence on a bearing of South 87 degrees 58 minutes 09 seconds West and parallel with said South line a distance of 681.09 feet to the point of beginning. This tract contains 24.21 acres.

After review of the request, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend Governing Body approval of this request. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 8, 2021. Action necessary will be approval or disapproval of the Final Plat and, if approved, authorize the Mayor and City Clerk to sign on behalf of the City of Pittsburg.

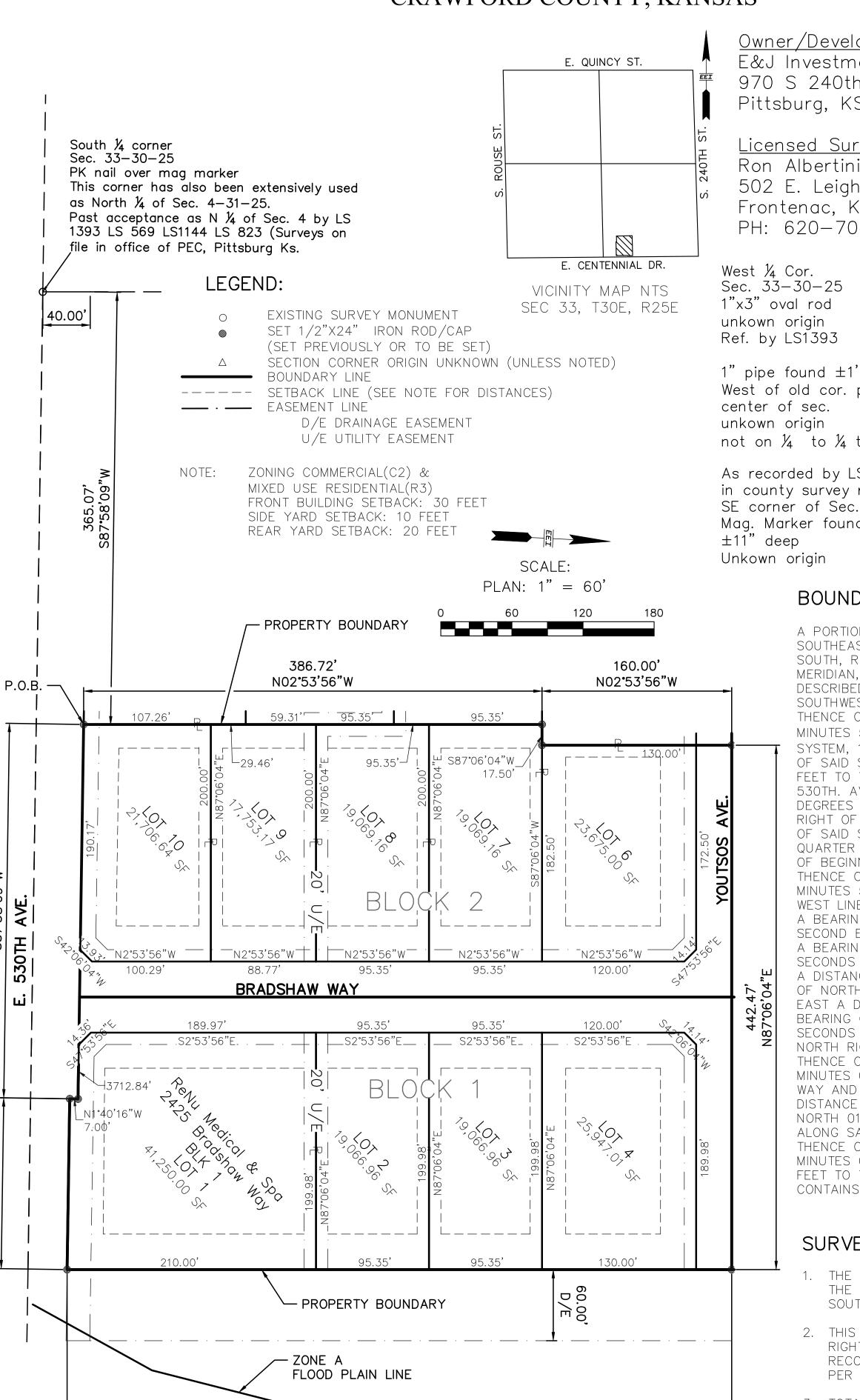
If you have any questions concerning this matter, please do not hesitate to contact me.

Attachments: Final Plat

# FINAL PLAT OF WELLINGTON SPRINGS

TO THE CITY OF PITTSBURG

A SUBDIVISION IN A PORTION OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH P.M. CRAWFORD COUNTY, KANSAS



560.70' @ N02°53'56"W

Owner/Developer: E&J Investments 970 S 240th Pittsburg, KS 66762

<u>Licensed Surveyor:</u> Ron Albertini, PLS 803 KS 502 E. Leighton St. Frontenac, KS 66763 PH: 620-704-6558

West 1/4 Cor. Sec. 33-30-251"x3" oval rod unkown origin Ref. by LS1393

West of old cor. post center of sec. unkown origin not on 1/4 to 1/4 tangent lines

As recorded by LS 1393 and LS 568 in county survey reference reports. SE corner of Sec. 33-30-25 Mag. Marker found ±11" deep Unkown origin

### **BOUNDARY DESCRIPTION:**

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CRAWFORD COUNTY, KANSAS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER THENCE ON A BEARING OF NORTH 02 DEGREES 53 MINUTES 56 SECONDS WEST (KANSAS COORDINATE SYSTEM, 1983, SOUTH ZONE) ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST 530TH. AVENUE; THENCE ON A BEARING OF NORTH 87 DEGREES 58 MINUTES 09 SECONDS EAST ALONG SAID RIGHT OF WAY AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 365.07 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE ON A BEARING OF NORTH 02 DEGREES 53 MINUTES 56 SECONDS WEST AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 386.72 FEET; THENCE ON A BEARING OF NORTH 87 DEGREES 06 MINUTES 04 SECOND EAST A DISTANCE OF 17.50 FEET; THENCE ON A BEARING OF NORTH 02 DEGREES 53 MINUTES 56 SECONDS WEST AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 160.00 FEET; THENCE ON A BEARING OF NORTH 87 DEGREES 06 MINUTES 04 SECONDS EAST A DISTANCE OF 442.47 FEET; THENCE ON A BEARING OF SOUTH 02 DEGREES 53 MINUTES 56 SECONDS EAST A DISTANCE OF 560.70 FEET TO SAID NORTH RIGHT OF WAY LINE OF EAST 530TH. AVENUE; THENCE ON A BEARING OF SOUTH 87 DEGREES 58 MINUTES 09 SECONDS WEST ALONG SAID RIGHT OF WAY AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 144.15 FEET; THENCE ON A BEARING OF NORTH 01 DEGREES 40 MINUTES 16 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 7.00 FEET; THENCE ON A BEARING OF SOUTH 87 DEGREES 58 MINUTES 09 SECONDS WEST A DISTANCE OF 316.02 FEET TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 5.77 ACRES.

# SURVEYOR'S NOTES:

- 1. THE BEARINGS SHOWN HEREON ARE BASED UPON THE KANSAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
- 2. THIS SURVEY DOES NOT REFLECT ANY EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS OF RECORD WHICH MAY ENCUMBER THIS PROPERTY PER AGREEMENT WITH CLIENT.
- 3. TOTAL ACREAGE: 251,287 SQ. FT. OR 5.77 ACRES.
- 4. BOUNDARY CLOSURE: EXACT

### OWNER'S CERTIFICATE:

STATE OF KANSAS

COUNTY OF CRAWFORD

I/WE, THE UNDERSIGNED, HEREBY CERTIFIES THAT THEY ARE THE OWNER OF THE LAND DESCRIBED ON THIS FINAL PLAT OF "WELLINGTON SPRINGS", AN ADDITION TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS AND THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN ON THIS FINAL PLAT, WHICH PLAT REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN AND BEING A PART OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH PRINCIPAL MERIDIAN, CRAWFORD COUNTY, KANSAS.

THEY FURTHER CERTIFY THAT THEY DO HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY AS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC FOREVER, AND HAVE CAUSED THE SAME BE RELEASED FROM ALL

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE

THIS\_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_,

OWNER: E&J INVESTEMTS 970 S. 240TH PITTSBURG, KANSAS 66762

# NOTARY CERTIFICATE:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND

\_\_\_\_\_, 20\_\_\_, PERSONALLY APPEARED

WELLINGTON SPRINGS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THIS INSTRUMENT AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES \_\_\_\_\_

# PLANNING COMMISSION CERTIFICATE:

STATE OF KANSAS COUNTY OF CRAWFORD

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE PLANNING COMMISSION THIS

\_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_. CHAIRPERSON: \_\_\_\_\_\_\_MIKE CREEL

ATTEST: \_\_\_\_\_\_\_
DEXTER NEISLER

# CERTIFICATE OF CITY COMMISSION:

STATE OF KANSAS COUNTY OF CRAWFORD

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY

PITTSBURG, KANSAS ON THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_,

CHUCK MUNSELL 

# COUNTY TREASURER CERTIFICATE:

STATE OF KANSAS COUNTY OF CRAWFORD

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

SIGNED THIS \_\_\_\_\_, 20 \_\_\_\_,

CRAWFORD COUNTY TREASURER JOE GRISOLANO

### CERTIFICATE OF REGISTER OF DEEDS:

STATE OF KANSAS COUNTY OF CRAWFORD

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT

\_\_\_\_ A.M. — P.M. ON THE \_\_\_ DAY OF \_\_\_\_, 20\_\_\_, AND IS DULY RECORDED IN BOOK \_\_\_\_\_. AT PAGE \_\_\_\_\_. FEE: \_\_\_\_\_

REGISTER OF DEEDS SANDY CASEY

# CERTIFICATE OF TITLE:

STATE OF KANSAS COUNTY OF CRAWFORD

BE IT KNOWN THAT THIS PLAT HAS BEEN SUBMITTED TO ME, AND THE SUB-DIVIDER,

ALL OF THE PROPERTY WITHIN THE BOUNDARY OF THIS PLAT IN FEE

BY: \_\_\_\_\_ DAVID J. SAIA, PRESIDENT THE CRAWFORD COUNTY ABSTRACT COMPANY, INC.

SIGNED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_.

# SURVEY REVIEW:

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING PURSUANT TO AND IN COMPLIANCE WITH K.S.A. 58-2005 AND WITH THE REQUIREMENTS OF CRAWFORD COUNTY. NO OTHER WARRANTIES ARE EXTENDED OR

GIVEN UNDER MY HAND AND SEAL ON THIS \_\_\_\_ DAY

GREGORY E. MCDOWELL. LS 1393

# SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT I, RONALD K. ALBERTINI, A DULY LICENSED LAND SURVEYOR IN THE STATE OF KANSAS, HAVE SURVEYED THE HERETOFORE DESCRIBED PROPERTY, AS SHOWN BY THE PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS. I FURTHER CERTIFY THAT I AM AUTHORIZED BY LAW TO MAKE THIS CERTIFICATION.

RONALD K. ALBERTINI, PLS 823 KS

# ENGINEER'S CERTIFICATION:

THIS IS TO CERTIFY THAT I, PETER W. EARLES, A LICENSED ENGINEER IN THE STATE OF KANSAS, CERTIFY THAT ALL SUBDIVISION REGULATIONS OF THE CITY OF PITTSBURG, KANSAS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT I AM AUTHORIZED BY LAW TO MAKE THIS CERTIFICATION.

PETER W. EARLES, PE 10393

# FINAL PLAT PREPARED APRIL 21, 2021

E&J INVESTMENTS, LLC. 970 S. 240TH ST. PITTSBURG, KS 66762 620-249-4673 CONTACT: ERIC BRADSHAW

DEVELOPER: E&J INVESTMENTS, LLC. 970 S. 240TH ST. PITTSBURG, KS 66762 620-249-4673 CONTACT: ERIC BRADSHAW

SURVEYOR: RON ALBERTINI, PLS 803 KS 620-704-6558

CONTACT: RON ALBERTINI, SURVEYRKA@CKT.NET REFERENCE JOB NO. 20-25FINALPLAT

ENGINEER:

CHECKED BY: PWF DRAWN BY:

DRB/BFS 04-21-2021

PROJECT NO: 20 - 25SHEET:

1 of 1

47



### Memorandum

**TO:** Daron Hall, City Manager

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

**DATE:** June 2, 2021

**SUBJECT:** June 8, 2021 Agenda Item

Security 1st partial mortgage release agreements

In 2018, the City issued a \$450,000 loan to P & L Development in support of the Silverback housing development. As Arvest Bank is the primary lender for the project, the bank took first position on the loan with the City securing a second position on the P & L property until the loan is repaid in December 2023.

Security 1<sup>st</sup> Title has requested the City release its second mortgage on two lots within the Silverback development to support a construction loan being issued by Arvest Bank. This will require partial mortgage release agreements to release the City's second position.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 8, 2021. Action being requested is approval of the submitted partial mortgage release agreements and authorization for the Mayor to sign the appropriate documents.

### PARTIAL RELEASE OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that:

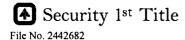
WHEREAS the mortgagor, P&L Development, LLC, a Kansas limited liability company, made, executed and delivered to the mortgagee, The City of Pittsburg, Kansas, a mortgage dated February 5, 2019, in the amount of \$450,000.00, which mortgage was then recorded on February 21, 2019, on Book 636, Page 514, in the office of the Register of Deeds, Crawford County, Kansas, such mortgage including that property described below.

WITNESSETH IT THEN that, for value received, such mortgage shall be and is hereby released as to the following part of mortgaged premises:

Lot Number Fifteen, (15), in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

provided that this partial release applies only to the property just above described, and no other part of the remaining land described in such mortgage as recorded.

Dated this day of June, 2021.
The City of Pittsburg, Kansas
Chuck Munsell, Mayor
State of Kansas, County of Crawford} ss.
This instrument was acknowledged before me on this day of June, 2021 by Chuck Munsell, Mayor, of The City of Pittsburg, Kansas.
My Appointment Expires:  Notary Publi



### **WAIVER OF RIGHT OF REPURCHASE**

As reserved and filed in Warranty Deed recorded in Book 636, Page 513 at the office of the Register of Deeds in Crawford County, Kansas, The City of Pittsburg, Kansas hereby releases to P&L Development, LLC, a Kansas limited liability company, the option to repurchase the property legally known as:

Lot Number Fifteen, (15), in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

	The City of Pittsburg, Kansas	
	By:Chuck Munsell, Mayor	
State of Kansas, County of C	,	
The foregoing instrument wa Chuck Munsell, Mayor of Th	acknowledged before me this day of June, 2021, by City of Pittsburg, Kansas.	
My Appointment Expires:	Notary Pu	blic
, II		

### PARTIAL RELEASE OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that:

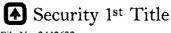
WHEREAS the mortgagor, P&L Development, LLC, a Kansas limited liability company, made, executed and delivered to the mortgagee, The City of Pittsburg, Kansas, a mortgage dated February 5, 2019, in the amount of \$450,000.00, which mortgage was then recorded on February 21, 2019, on Book 636, Page 514, in the office of the Register of Deeds, Crawford County, Kansas, such mortgage including that property described below.

WITNESSETH IT THEN that, for value received, such mortgage shall be and is hereby released as to the following part of mortgaged premises:

Lot Number Sixteen (16) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

provided that this partial release applies only to the property just above described, and no other part of the remaining land described in such mortgage as recorded.

Dated this day of June, 2021.	
The City of Pittsburg, Kansas	
Chuck Munsell, Mayor	
State of Kansas, County of Crawford} ss.	
This instrument was acknowledged before me on this day of June, 2021 by Munsell, Mayor of The City of Pittsburg, Kansas.	Chuck
My Appointment Expires:	Notary Public



File No. 2442632

### **WAIVER OF RIGHT OF REPURCHASE**

As reserved and filed in Warranty Deed recorded in Book 636, Page 513 at the office of the Register of Deeds, Crawford County, Kansas, The City of Pittsburg, Kansas hereby releases to P&L Development, LLC, a Kansas limited liability company, the option to repurchase the property legally known as:

Lot Number Sixteen (16) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

The City	y of Pittsburg, Kansas
By:	Chuck Munsell, Mayor
State of Kansas, County of Crawford} ss.	
The foregoing instrument was acknowledged Chuck Munsell, Mayor of The City of Pittsb	d before me this day of June, 2021, by urg, Kansas.
My Appointment Expires:	Notary Public





**To:** Daron Hall, City Manager

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

**Date:** June 2, 2021

**Subject:** Disaster Recovery Technical System

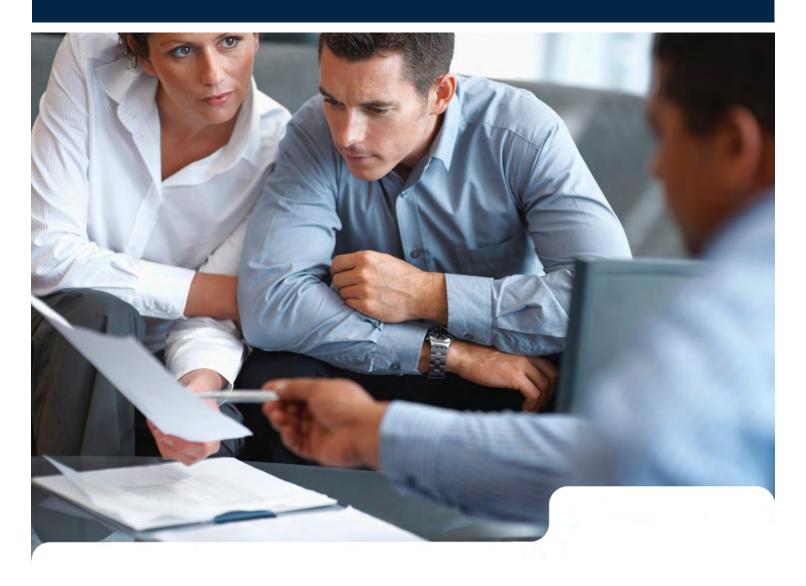
Threats to computer networks and data have been increasing over the last decade and have accelerated during and since the pandemic. Municipal governments in particular have seen more attempts to access their data as well as attempts to hold their data for ransom. Ransomware and email attacks are becoming increasingly sophisticated, and we have been adjusting and updating our procedures and technology to lower our risk; however, the threat levels are such that we should take the additional step of establishing a remote site that could act as a backup should a climatic or hacking event compromise our main technical systems.

We have been working for some time with our technology and security consultant, ConvergeOne, on a design that would allow us continuity of operation in the event of a catastrophic occurrence. The attached documents outline the hardware, software and services required to create a remote site to provide redundancy in technical components of our critical operations as well as remote storage for our critical data. The City will be re-using a considerable amount of existing equipment that was replaced with the most recent network upgrade.

Please place for consideration on the City Commission meeting agenda an item to approve an agreement with ConvergeOne for services totaling \$32,563.00 to prepare and install equipment to establish a secure remote disaster recovery site and to approve payment of invoices totaling \$196,554.00 for hardware, software and maintenance for four years.

ConvergeOne is on the State of Kansas purchasing contract for IT services and equipment.

### **ConvergeOne Statement of Work**



### **DR Services**

PREPARED FOR: CITY OF PITTSBURG

PREPARED BY: Sam Voss

National Account Manager SVoss@convergeone.com

REFERENCE: Opportunity: OP-000605791

Solution: SO-000667709 Quote(s): QU-000387552

DATE: April 19, 2021

Josh Flyntz

**Solutions Architect** 

JFlyntz@convergeone.com





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#### 1. CONFIDENTIALITY NOTICE

# THE INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY, PRODUCED SOLELY FOR THE CUSTOMER IDENTIFIED ABOVE.

This Statement of Work ("SOW") is proprietary to ConvergeOne, Inc. and contains ConvergeOne, Inc. Confidential Information. It may not be disclosed in whole or in part without the express written authorization of ConvergeOne. No portion of this SOW may be duplicated or used for any purpose other than to receive Services or deliverables from ConvergeOne described herein.

#### 2. SCOPE OF WORK - TERMS AND CONDITIONS

This Statement of Work or Scope of Work ("SOW") and the applicable Solution Summary (and any documents attached thereto and incorporated therein by reference) (collectively, this "Order") is subject to the following terms and conditions (the "MSA" or the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "ConvergeOne" or "Seller") and CITY OF PITTSBURG ("Customer"); or (ii) if no such master agreement is currently in place between ConvergeOne and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.convergeone.com/online-general-terms-and-conditions/. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates, and/or subsidiaries, ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications located at

https://www.convergeone.com/online-general-terms-and-conditions/. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary, this SOW and any other applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order.

This Order may include the sales of any of the following to Customer: (a) any hardware, third-party software, and/or Seller software (collectively, "Products"); any installation services, professional services, and/or third-party provided support services that are generally associated with the Products and sold to Customers by Seller ("Professional Services"); any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications



("Maintenance Services"). For ease of reference only, Professional Services, Managed Services, and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Any dates and/or time intervals listed in this Order are approximate and for planning purposes only. ConvergeOne will use commercially reasonable efforts to accommodate any requested dates; provided, however, project milestones will be fully discussed and mutually agreed upon between ConvergeOne and Customer after project kickoff.

Products and/or Services not specifically itemized are not provided herein. Any additional applications, technologies, integrations, or other Products and/or Services not specified herein, are not included in this SOW and may result in additional charges at any time during the project.

Unless signed, this Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

#### 3. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this SOW, ConvergeOne will assign a project manager that will make contact and start planning a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of ConvergeOne and Customer resources.

The expected duration of this project has been budgeted at four (4) weeks from the time of kick-off to completion. If the project exceeds this timeframe, a project change order may be required to extend the engagement, resulting in additional fees.

#### 4. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the DR Services project. This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of ConvergeOne personnel, and the responsibilities of the Customer.

### 4.1. Project Location(s)

Below is a list of the location(s) that should be included in this project.

Table 4-1

Site Name	Site Address
Pittsburg, Kansas	201 N. Pine Street, Pittsburg, KS 66762-4725



#### 5. PROJECT SCOPE OF SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customer's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

#### 5.1. DataCenter

#### **Tasks**

#### **Cisco Unified Compute System Deployment**

Site preparation required for UCS:

- The Cisco 5108 Blade Enclosure requires 4 NEMA C19 power outlets per chassis.
- 208 volt power is required for the 5108 chassis.
- Each fabric interconnect requires 2 C13/C14 or Nema 5-15 power outlets.
- A minimum of 2 Ethernet connections from each fabric interconnect will be required to connect to the Customer's existing Ethernet infrastructure for upstream connectivity.
- Each Fabric Interconnect will require 1 Ethernet connection to the Customer's existing Ethernet Infrastructure for management.
- Each Fabric Interconnect will require 1 IP address for management.
- The UCS Chassis virtual cluster will require 1 IP addresses.
- Each installed blade will require 2 IP addresses.
- Cisco Site ID, Contract Number, and a Customer CCO login will be required during setup of the UCS system.

ConvergeOne Engineer will perform the following installation tasks:

- Validate and inventory Cisco UCS parts.
- Unpack, rack, and wire the Cisco UCS kit:
  - Two (2) 6248 Fabric Interconnects
  - 5108 Blade chassis enclosure.



- o Four (4) B200 M3 Blade Servers
- Configure management IP addressing on the Fabric Interconnects and UCS Chassis.
- Configure network connectivity between Fabric Interconnects and UCS Chassis.
- Work with the Customer to configure upstream connectivity from the UCS system to the Customer Ethernet infrastructure.
- Work with the Customer to configure upstream connectivity from the UCS system to the iSCSI attached VNX 5200
- Work with the Customer to determine proper configuration of pools and profiles for the environment.
- Configure network and SAN connectivity between the Fabric Interconnects and UCS Chassis.
  - VLANs, VSANs, vNICs, vHBAs, MAC Pools, WWN Pools, Policies
- Configure Service Profile templates and apply to the blades.
- Configure Administrative tasks within the UCS infrastructure. This includes but is not limited to User and Alert configuration.
- Test and set management TCP/IP addresses of the 6200 fabric interconnects.
- Validate the implementation using the ConvergeOne Test Plan.
- Complete "As Built" documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. ConvergeOne does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

#### **EMC VNX Implementation**

Site preparation required for VNX:

- The VNX Data Processor Enclosure (DPE) requires 2 C13/C14 or Nema 5-15 (110 or 208V) power outlets.
- Each additional VNX DAE requires 2 C13/C14 or NEMA 5-15 power outlets.
- Two 20 Amp circuits will be required.
- VNX requires 2x 1Gb Ethernet connections for management.
- VNX requires 1 IP addresses for management.



- VNX requires at least 4 10Gb Ethernet connections for iSCSI configuration. In addition, iSCSI traffic will require 2 dedicated VLANs.
- This solution will require 12 rack units of standard 19" 4 post rack space.

ConvergeOne Engineer will perform the following installation tasks:

- Validate all components are onsite.
- Install all array related components into Customer supplied 4 post rack.
  - DPE (DataProcessor Enclosure).
  - DAE (Drive Array Enclosure).
- EMC VNX Storage Array configuration tasks.
  - Working with the Customers storage Administrator(s), talk through block storage scenario that will best support the deployment.
  - o Implement the agreed upon storage layout leveraging Storage Pools.
  - Create agreed upon Storage Pools and LUNs.
  - Work with the ConvergeOne network engineer, talk through possible options for connecting the array to the Customer supplied network.
  - Implement agreed upon network connectivity leveraging iSCSI over 10Gbit Ethernet network.
  - Configure Ethernet ports with appropriate vLAN(s) and Port Channels.
  - Attach up to 4 Customer supplied Host Servers.
    - These host servers will be VMware ESXi.
    - These host servers will be internal hard drive boot only (No boot from SAN).
    - HBA and required software installation will require a reboot of the host.
- Validate the implementation using the ConvergeOne Test Plan.
- Complete "As Built" documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. ConvergeOne does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

#### **VMware vSphere 6 Implementation**

Site preparation required for VMware vSphere 6 Implementation:



- Customer is responsible for obtaining vSphere 6 licenses from the VMware license portal.
- Each ESXi server will require a hostname and 1 IP address for management.
- vMotion requires a separate VLAN with 1 IP address per ESXi server. This does not need to be a routable VLAN.

#### ConvergeOne Engineer will perform the following installation tasks:

- Install latest VMware ESXi 6.x version supported by host firmware.
- Deploy vCenter 6.x virtual appliance or install on customer supplied server.
- Add ESXi servers to the vCenter inventory.
- Configure networking on all ESXi servers to meet customer requirements.
- Configure VMFS data stores to meet customer requirements.
- Configure cluster in VMware to support the purchased licensed features (HA, DRS).
- Validate the implementation using the ConvergeOne Test Plan.
- Complete "As Built" documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. ConvergeOne does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

#### **EMC RecoverPoint for Virtual Machines Implementation**

- Install and configure the RecoverPoint for VM solution.
- Install RecoverPoint for VMs splitter on all ESXi servers.
- Deploy up to four RecoverPoint Virtual Appliances (vRPA) total:
  - Two RPAs clustered at the local site set IP for LAN/WAN.
  - Two RPAs clustered at the remote site IP for LAN/WAN.
  - Each vRPA requires 8 vCPUs and 8GB of RAM and 4 vNICs.
- Perform all necessary SAN work, which may include:
  - Configure required dedicated iSCSI VLANs.
  - o Configure iSCSI Software initiators and VMKernel ports on each ESXi server.
  - Configure repository and journal volumes.



- Perform the RecoverPoint installation of the clustered vRPAs via Recover Point Deployment Manager.
- License RecoverPoint software.
- Configure RecoverPoint email connect home and Error Notifications.
- Configure RecoverPoint with up to two consistency groups total (local and or remote sites)
- Demonstrate the test recovery of a single asset at the secondary site.
- Complete "As Built" documentation with the current configuration of the solution at time of installation.
- Validate the implementation using the ConvergeOne Test Plan.
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. ConvergeOne does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

**Note:** It is highly recommended that the customer dedicates multiple resources to work with ConvergeOne Engineers during the course of the entire project. This will greatly increase the customer's proficiency with administration of the system.

#### Dell EMC IDPA DP4400 (Secondary) Implementation

Site preparation required for Data Protection Suite:

- The IDPA appliance will require 2 physical rack units.
- The IDPA appliance will require 2 C13/C14 or NEMA 5-15 power outlets.
- The IDPA appliance will require 14 IP addresses on the Customer's network.
   These will be listed out in the PEQ
- The IDPA appliance will require at least 2 1Gb and 4 10Gb Ethernet connection(s) to Customer supplied network infrastructure as follows
  - o 11GB iDrac
  - 4 10Gb Backup Traffic

ConvergeOne Engineer will perform the following installation tasks:

- Validate all components are onsite.
- Install all hardware components into supplied 4 post rack.
- Cable all hardware components to the Customer network and work with Customer to ensure the network configuration is complete.



- Download license files for DDVE, AVE and DP Advisor from Electronic License
   Management System "ELMS"
- Power on appliance and connect to Appliance Configuration Manager "ACM" interface to begin the configuration process.
- Register components with ELMS system.
- Install applicable update package.
- Configure Replication from source IDPA installed at production site.
- Demonstrate recovery of a single VM at the secondary site not to exceed 100GB in size.
- Validate the implementation using the ConvergeOne Test Plan.
- Complete "As Built" documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. ConvergeOne does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

#### **Networking Components**

Configure Meraki MX Firewall

- Qty (1) MX100 Firewall
- Add devices and licensing to Meraki portal.
- Prepare MX, pre-configure L3 interfaces and AutoVPN settings.
- Create DMZ and NAT/PAT settings for inbound and outbound traffic.
- Configure IPS/Malware settings.
- Verify inbound/outbound traffic.
- Ensure customer has administrative access to production Meraki portal.

#### Configure Cisco Catalyst 9300

- Qty (1) Catalyst 9300
- Unpack Cisco Catalyst 9300 switches and upgrade switches to most-current recommended IOS image.
- Implement Cisco best-practices configuration, adapting AAA, SNMP settings presently in use and adjusting as necessary.



- Configure switch with Layer 2 and Layer 3 VLANs, interfaces and trunk ports necessary to pass connectivity between servers and link to primary location.
- Rack and stack devices. Each switch will need (2) NEMA 5-15 power outlets.
   Connect to existing network infrastructure, downstream servers, test and validate connectivity.
- Save and document, provide electronic version of configuration backup to customer.

#### 5.2. Summary

The City of Pittsburg Kansas has asked ConvergeOne to assist them in turning up a new disaster recovery site at their TO BE DETERMINED facility. For this deployment, City of Pittsburg will be reusing previous production environment equipment listed below that has been decommissioned and is available for this new site. ConvergeOne will assist with redeploying the Cisco UCS Compute infrastructure as well as the VNX 5200 SAN at the new site. All cabling from previous installation will be utilized for the installation. Any cabling deemed unusable or not located will need to be provided by City of Pittsburg or can be sourced by ConvergeOne as an additional cost. Once the new compute environment is up and running on the newly provided VMware licensing, they will utilize their existing RP4VM licensing to enable near real-time replication of critical production assets to this new site.

ConvergeOne will also be installing and configuring a new IDPA DP4400 appliance as a backup replication and recovery target for the production unit. This will enable the City of Pittsburg to have a fully redundant copy of all backup assets at the new site with suitable compute to recover to.

ConvergeOne will work with the City of Pittsburg IT teams to set up logical replication groups. ConvergeOne will also test a single recovery with Recover Point. A recovery of a single VM from the DP4400 not to exceed 100GB in size will also be demonstrated.

#### **Hardware and Licensing Summary**

#### Compute

- Quantity 2 Cisco 6248 Fabric Interconnects (Existing)
- Quantity 1 Cisco 5108 Chassis (Existing)
- Quantity 4 Cisco B200 M3 Blade Server (Existing)
- Quantity 1 EMC VNX5200 SAN (Existing)

#### **Backups**

Quantity 1 - Dell EMC DP4400 48TB



- Quantity 4 SFP+ 10Gb SR Optics
- Quantity 4 OM 3/5 10M LC/LC Fiber

#### Licensing

- Quantity 1 VMware vCenter
- Quantity 8 VMware vSphere Standard
- Quantity 4 Recover Point for Virtual Machines (5 VMs each, Existing)

#### **6. PROJECT MANAGEMENT**

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks in the deployment. ConvergeOne will designate a Project Manager who will act as the single point of accountability for all ConvergeOne contract deliverables for the duration of the Project. ConvergeOne follows the Project Management Body of Knowledge (PMBOK) for project delivery. The PMBOK is an adaptable approach that enables technology project success by aligning business and technology goals. Key elements include an iterative delivery process, clear project metrics, proactive risk management, and effective response to change.

#### 6.1. Project Manager

ConvergeOne will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by ConvergeOne, this individual will act as the Customer's single point of contact for all planning and issues related to solution delivery. The ConvergeOne PM will work closely with the Customer to guide the implementation and work on a mutually agreed-upon schedule. The ConvergeOne Project Manager is responsible for the following:

- Conduct internal (ConvergeOne) and joint ConvergeOne/Customer meetings.
- Develop project plan, including activities, milestones, roles, and responsibilities.
- Schedule and manage required ConvergeOne resources and partners.
- · Conduct Issue and Risk Management.
- Provide agenda and meeting notes.
- Track Customer and ConvergeOne project deliverables.
- Manage change orders and any associated billing with the Customer.
- Manage project closeout process, punch list, and Customer acceptance.



#### 7. CHANGE ORDER PROCESS

Despite good project planning, design, and review, project plans often require some degree of change at some point. These changes are handled using change order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either ConvergeOne or the Customer may initiate a change order for any deliverable, work requirement, assumption, or dependency that is part of the project. All requests must be in writing and handled by the ConvergeOne Project Manager. ConvergeOne will review the change and provide pricing as applicable before proceeding. The ConvergeOne Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the Customer, via email, or modified purchase order.

#### 8. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, ConvergeOne shall provide Customer with an Acceptance Form. Upon delivery of the Acceptance Form, Customer has five (5) working days to review and accept. Failure to respond within the designated five (5) day period, signifies the completion of the milestone or project. In order to refuse acceptance, Customer must both indicate non-acceptance with written notification to ConvergeOne within the five (5) day period noted above and describe why it was not accepted. ConvergeOne shall have up to ten (10) days after the receipt of such notice to correct the error given it is within ConvergeOne scope and control to do so. Such time period to correct the error may be extended by mutual consent.

#### 9. CUSTOMER RESPONSIBILITIES

- **9.1.** Provide a single point of contact that will be responsible for:
  - Understanding the business process impact and technical requirements and who has the authority to make binding decisions on Customer's behalf.
  - Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
  - Ensuring all Customer responsibilities are completed in accordance with the project schedule.
  - Reasonable notification of schedule and changes for the installation work.
  - Attending all project status meetings.

#### **9.2.** Site Preparation:



- Ensure equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required to maintain equipment within operating conditions specified by the equipment manufacturer.
- Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
- Accept receipt of equipment and store in a secure area. Retain shipping documentation, inventory shipments by box count, and report any obvious external damage to the ConvergeOne Project Manager.
- Provide floor plans for equipment room configuration and related locations if applicable.
- Ensure that existing Customer network is configured, connected, and operating within the manufacturer's specifications.
- Customer will provide QOS on all their network equipment to the WAN-based upon Supplier's guidelines and requirements if carrying voice.

#### **9.3.** Ensure availability of appropriate Customer resources that will:

- Assist in the development and execution of applicable test plans.
- Provide accurate documentation for all existing systems and networks.
- Provide all necessary IP addresses, subnet masks, and default gateways.
- Provide VPN or other mutually agreed upon remote access. WebEx and similar screensharing tools are not acceptable remote access methods.
- Provide a qualified Network Administrator with working knowledge of Customer requirements.
- Provide information on planned changes in the network.

#### 10. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then ConvergeOne may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

#### 10.1. General Assumptions

 All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding ConvergeOne designated holidays. "Cutover" for the sites will be completed during business hours unless otherwise stated in this scope of work.



- VPN access or remote desktop sharing services will be provided to ConvergeOne resources
  to allow for work to be accomplished remotely when applicable. If remote access to the
  Customer network cannot be provided additional charges may be required for on-site
  support.
- The Customer must identify any specific requirements for maintenance windows and change control. The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications.
- ConvergeOne will install specific software versions agreed upon at time of project kickoff. Upgrades to software are not included in the SOW. ConvergeOne may choose to install an upgrade if required by the manufacturer or to resolve a problem.
- The Customer is responsible for the underlying data infrastructure including network and virtualization. Systems must be capable of supporting the proposed solution. ConvergeOne can supply consulting and remediation services to ensure successful implementation, if not included in this scope, through a change order and billed at an additional fee.
- The Customer is responsible for all communications and scheduling of any contractors or vendors not managed by the ConvergeOne Project Manager.
- Any product or service delivery dates communicated outside of this SOW or the Project Plan, are not to be considered valid or binding.
- If the project extends beyond the timeline specified in the Project Plan due to delays caused by parties other than ConvergeOne and its subcontractors, ConvergeOne may invoice for service performed to date.
- The Customer is responsible to verify and arrange installation of all applicable network connections and provide a functional network for application deployment.
- Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW.
- The Customer is responsible for removal and disposal of any previously installed Customerowned equipment or cabling unless specifically agreed otherwise herein.
- The Customer is responsible to notify ConvergeOne if the site requires any specialized
  access for personnel and/or Union trades for any tasks associated with this SOW.
  Notification of requirements must take place prior to quote. Any and all additional costs for
  post-quote changes or additional site restrictions requiring specialized training or Union
  Labor shall be chargeable to the Customer.
- The Customer is responsible for managing all 3rd Parties not outlined in this SOW.
- Services not specifically called out in this SOW will be deemed out of scope.

#### 10.2. Technical Assumptions



- Unless specifically called out, above, no IP address changes are included in the SOW. If requested, additional charges may apply.
- The Customer is responsible to have current licensing, maintenance, and support on the components of the servers, database, storage, and network infrastructure including hardware, software (including operating systems), and any associated costs.
- The Customer is responsible for any operating system patches and anti-virus software installation and support.
- The Customer is responsible to ensure the existing network is free of layer 3 protocol and broadcast errors.
- The Customer is responsible for the cost and acquisition of any 3rd party security certificates necessary for successful deployment. ConvergeOne can provide services for Security Audits and Certificate deployment which can be billed at an additional fee.
- The Customer is responsible for resolving interoperability issues with other vendors not acting as a sub-contractor to ConvergeOne.
- The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. ConvergeOne can provide services for the firmware updates through a change order and billed at an additional fee.
- Existing equipment will be deployed at current installed code level due to lack of vendor support
- All Existing equipment reconfiguration is best effort also due to lack of vendor support
- Appropriate rack space, cooling and power will be provided by City of Pittsburg for equipment listed in this scope
- All cabling will be reused when possible and available. Additional or replacement cabling not listed in scope will need to be purchased separately as needed.

#### 11. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between Customer and ConvergeOne credit department. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to



this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

#### 11.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: \$32,563.00

- Milestone 1 (30%) Project Initiation Kick Off Meeting, Resource Assignment
- Milestone 2 (30%) Planning and Design Project Plan, Design
- Milestone 3 (30%) Testing and QA Completion
- Milestone 4 (10%) Final Customer Acceptance of the Project

#### 11.2. Project Expenses:

There are no anticipated project related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arise, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

#### 11.3. Project Hardware Invoicing

INVOICES: Separate invoices will be issued for each of the elements of this order which includes (1) procurement of hardware on behalf of the Customer; and (2) configuration of Customerowned hardware to Customer's specifications, with delivery and set-up of configured hardware to Customer's designated location(s). Payment terms are Net 30 unless otherwise agreed between Customer and ConvergeOne credit department.

SHIPPING: Title and all risks of loss are transferred to the Customer upon delivery of the hardware by a third party to ConvergeOne's location for configuration services to be rendered. Regardless of the FOB shipping process for the final configured hardware, Customer retains title and remains liable for all risks of loss. Customer has the option to inspect and count the hardware upon delivery to ConvergeOne's location.

INSPECTION AND ACCEPTANCE: Inspection and acceptance of the configured hardware will be at the Customer's destination unless otherwise requested. Regardless of the FOB point, the Customer retains title and agrees to bear all risk of loss which occurs prior to delivery.



### 12. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Customer's Authorized Representative:				
Signature				
Printed Name				
Title				
Date				
PO Number				



Date: 5/20/2021 Page #: 1 of 3

Documents #: OP-000610399

SO-000673428

Solution Name: City of Pittsburg - DP4440

Customer: CITY OF PITTSBURG

### **Solution Summary**

#### City of Pittsburg - DP4440

Customer: CITY OF PITTSBURG Primary Contact: Jeff Bair

Ship To Address: 201 W 4th St Pittsburg, KS 66762 Phone: 620-230-5681

Bill To Address: 201 W 4th St PO Box 688 National Account Manager: Samuel Voss

Email: SVoss@convergeone.com

Email: 37055@convergeone.com

**Phone:** +19138515447

**Customer ID:** AOSPITTS002 **Customer PO:** 

Pittsburg, KS 66762-4701

Estimated Freight	NOT INCLUDED				
Estimated Tax	NOT INCLUDED				
Project Subtotal	\$136,702.60				\$136,702.60
Hardware	\$136,702.60		One-Time		\$136,702.60
Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.convergeone.com/online-general-terms-and-conditions/. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.convergeone.com/online-general-terms-and-conditions/. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

Special Comment to Solution Su	mmary:			
MO-C062518				
ACCEPTED BY:				
BUYER:	DATE:	SELLER:	DATE:	
TITLE:		TITLE:		



Date: 5/20/2021
Page #: 2 of 3

Documents #: OP-000610399

SO-000673428

Solution Name: City of Pittsburg - DP4440

Customer: CITY OF PITTSBURG

# **Solution Quote**

# Item Number	Description	Term	Qty	Unit Price	Extended Price			
1 210-AWOH	DP4400 APPLIANCE		1	\$136,702.60	\$136,702.60			
	Comment:							
	QTY Description							
	1 Thank you for buying Dell EMC							
	1 IDPA DP4400 24TB 8X10G SFP 1 IDPA DP4400 24TB 8X10G SFP							
	1 PSNT Info							
	1 IDPA DP4400 Branding							
	1 Dell Hardware Limited Warranty 1 Year							
	1 ProSupport Mission Critical 7x24 HW Technical Support and Assistance 4 Year							
		1 ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year						
	1 ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Disp. Extended	atti 3 re	ears					
	1 Dell Limited Hardware Warranty Extended Year(s)							
	1 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/s	support o	r call 1-					
	800- 945-3355							
	2 IDPA DP4400 SW 12TB EXPN	<b>TD 0 6</b>						
	2 4 Years ProSupport Mission Critical IDPA DP4400 Capacity Expansion Pack 12 Support-Maint	IR Softw	are					
	1 4 Years ProSupport Mission Critical IDPA DP4400 Capacity Expansion Pack 12	TR Softw	are Snt					
	Contract							
	4 IDPA DP4400 ENV CONFIG 12TB							
	4 4 Years ProSupport Mission Critical IDPA DP4400 ENV CONFIG 12TB Software Support-							
	Maintenance							
	1 4 Years ProSupport Mission Critical IDPA DP4400 ENV CONFIG 12TB Software Support Contract							
	1 IDPA BU App Enabler ENTRY=IA 1 Federated Reporting Server ENTRY=IA							
	1 IDPA Target Protocol Enabler ENTRY=CA							
	1 vRealize Enabler ENTRY=IA							
	1 IDPA BoostFS Enabler ENTRY=IA							
	1 IDPA BU Search Enabler ENTRY=CA							
	1 Analytics Enabler ENTRY=CB							
	<ul><li>1 Data Protection Central for DPD=CA</li><li>1 4 Years ProSupport Mission Critical IDPA DP4400 ENV Enablers Software Support</li></ul>	nort-Mair	tenance					
	1 IDPA DP4400 Platform Hypervisor	port man	iteriariee					
	1 IDPA DP4400 Platform HPVSR MAINT 4YR							
	1 IDPA DP4400 Cloud Tier 5TB Starter Pack							
	1 4 Years ProSupport Mission Critical IDPA DP4400 Cloud Tier Starter Pack Soft	ware Sup	port-					
	Maintenance 1 US Order							
	1 IDPA DP4400 Cloud DR 5TB Starter Pack							
	1 4 Years ProSupport Mission Critical IDPA DP4400 Cloud DR Starter Pack Softw	vare Supi	ort-					
	Maintenance							
	1 Certified Deployment Partner T1 or Distributors							
	1 IDPA DP4400 Software Factory Installed							
	4 Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 10 Meter							
	4 Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach 2 Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa,							
	Vietnam)	- ,						
	2 C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America							
	1 IDPA DP4400 2U 14G Bezel							
	1 IDPA DP4400 Shipping							
	1 PowerEdge R740 CE, CCC, BIS Marking 1 iDRAC9, Enterprise							
	1 Trusted Platform Module 2.0							
	1 PowerEdge R740 Shipping Material							
	1 Storage Dell Fulfilled Info							
2 210-AWPV	GRANULAR RECOVERY		1	\$0.00	\$0.00			



Date: 5/20/2021 Page #: 3 of 3

Documents #: OP-000610399

SO-000673428

Solution Name: City of Pittsburg - DP4440

Customer: CITY OF PITTSBURG

# **Solution Quote**

# Item Number	Description	Term	Qty	Unit Price	Extended Price
	Comment: QTY Description 1 Granular Recovery 1 Thank you for Your Order 1 Thank you for Your Order 1 EMC Granular Recovery Microsoft MID=CA				
	<ul><li>1 4 Years ProSupport Mission Critical EMC Granular Recovery Microsoft Softwa Maintenance</li><li>1 On-Site Installation Declined</li></ul>	ire Support	; <del>-</del>		

Total: \$136,702.60



Date: 5/19/2021 Page #: 1 of 2

Documents #: OP-000604242

SO-000665858

Solution Name: VMware Licenses
Customer: CITY OF PITTSBURG

### **Solution Summary**

#### **VMware Licenses**

Customer: CITY OF PITTSBURG

Primary Contact: Jeff Bair

**Ship To Address:** 201 W 4th St

Email: jeff.bair@pittks.org

Pittsburg, KS 66762

**Phone:** 620-230-5681

**Bill To Address:** 201 W 4th St PO Box 688

National Account Manager: Samuel Voss

Pittsburg, KS 66762-4701

**Email:** SVoss@convergeone.com

Customer ID: AOSPITTS002

**Phone:** +19138515447

**Customer PO:** 

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$12,234.22	-	One-Time	-	\$12,234.22
Maintenance					
VMWARE Maintenance	\$19,556.90		Prepaid		\$19,556.90
Project Subtotal	\$31,791.12				\$31,791.12
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$31,791.12				\$31,791.12

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.convergeone.com/online-general-terms-and-conditions/. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.convergeone.com/online-general-terms-and-conditions/. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

#### **Special Comment to Solution Summary:**

MO-C062518



Date: 5/19/2021 Page #: 2 of 2

Documents #: OP-000604242

SO-000665858

Solution Name: VMware Licenses
Customer: CITY OF PITTSBURG

 BUYER:
 DATE:
 SELLER:
 DATE:

 TITLE:
 TITLE:
 TITLE:

### **Solution Quote**

# Item Number	Description	Term	Qty	Unit Price	Extended Price
Single Socket VMwar	e Standard License			-	
1 VS7-STD-C-T1	CPP T1 VSPHERE 7 STD 1 PROC LICS		8	\$861.20	\$6,889.60
2 VS7-STD-P-SSS-C	PROD (24X7) SUPPORT FOR VMWARE VSPHERE 7 STANDARD FOR 1 PROCESSOR		40	\$306.05	\$12,242.00
	Comment: 5 Years				
Single Socket VMware Standard License Subtotal:					\$19,131.60
VMware vCenter Star	ndard				
3 VCS7-STD-C-T1	CPP T1 VCTR SERVER 7 STD VSPHERLICS E 7 PER INSTANCE		1	\$5,344.62	\$5,344.62
4 VCS7-STD-P-SSS-C	PROD (24X7) SUPPORT FOR VMWARE VCENTER SERVER 7 STANDARD FOR VSPHERE 7 (PER INSTANCE)		5	\$1,462.98	\$7,314.90
	Comment: 5 Years				
VMware vCenter Standard Subtotal:			ndard Subtotal:	\$12,659.52	
				Total:	\$31,791.12



Date: 5/19/2021 Page #: 1 of 2

Documents #: OP-000599787

SO-000660459

Solution Name: DR Network Equipment

Customer: CITY OF PITTSBURG

### **Solution Summary**

#### **DR Network Equipment**

Customer: CITY OF PITTSBURG

Primary Contact: ACCOUNTS PAYABLE

**Ship To Address:** 201 W 4th St Pittsburg, KS 66762

**Phone:** (620) 231-4100

Bill To Address: 201 W 4th St

National Account Manager: Samuel Voss

**Email:** 

PO Box 688 Pittsburg, KS 66762-4701

Email: SVoss@convergeone.com

Customer ID: AOSPITTS002

**Phone:** +19138515447

**Customer PO:** 

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$6,271.88		One-Time		\$6,271.88
Hardware	\$21,787.73		One-Time		\$21,787.73
Project Subtotal	\$28,059.61				\$28,059.61
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$28,059.61				\$28,059.61

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.convergeone.com/online-general-terms-and-conditions/. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.convergeone.com/online-general-terms-and-conditions/. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

#### **Special Comment to Solution Summary:**

MO-C062518



Date: 5/19/2021 Page #: 2 of 2

Documents #: OP-000599787

SO-000660459

Solution Name: DR Network Equipment

Customer: CITY OF PITTSBURG

ACCEPTED BY:			
BUYER:	DATE:	SELLER:	DATE:
TITLE:		TITLE:	

# **Solution Quote**

		_			
# Item Number	Description	Term	Qty	Unit Price	Extended Price
1 MX100-HW	Meraki MX100 Router/Security Appliance	-	1	\$2,386.89	\$2,386.89
2 LIC-MX100-SEC- 5YR	Meraki MX100 Advanced Security License and Support, 5YR		1	\$6,271.88	\$6,271.88
3 SFP-H10GB- CU3M=	10GBASE-CU SFP+ Cable 3 Meter		8	\$65.69	\$525.52
4 SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class		4	\$4,718.83	\$18,875.32
				Total:	\$28,059,61