

AGENDA
BOARD OF CITY COMMISSIONERS
November 1, 2021 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the October 18, 2021 regular meeting.
 - b. Acknowledge the following minutes:
 - Senior Citizens of Shawnee Board Minutes from the September 14, 2021 regular meeting.
 - c. Lake Lease Transfer:

TRANSFER:
Lot 23 Johnston Tract, 16504 Stevens Road
From: Richard Rose
To: Shawnee Properties, LLC
 - d. Acknowledge the Schedule of Regular Meetings for 2022 for The Board of City Commissioners, The Board of Trustees of the Shawnee Airport Authority, and The Board of Trustees of the Shawnee Municipal Authority.
 - e. Acceptance of public improvements for Bentley Oaks Addition and place maintenance bond into effect.

- f. Acceptance of public improvements for Belmont Park Commercial II and place maintenance bond into effect.
3. Presentation by Animal Control to present the Pet of the Week.
4. Discussion and consideration of a Cityworks Software License and Maintenance Agreement with Azteca Systems, LLC.
5. Discussion and consideration of a Master Agreement for Material and Services with NewEdge Services, LLC.
6. Discussion and consideration of a resolution for the selection of City of Shawnee Bridge Inspectors for the Oklahoma Department of Transportation Bridge Inspection Program.
7. Public hearing and consideration of an ordinance to rezone property located at 17000 Magnino Road from A-1 (Rural Agricultural District) with a zoning overlay of LPZ (Lake Protection Zone) to A-1 (Rural Agricultural District) with a zoning overlay of LPZ (Lake Protection Zone) with a CUP (Conditional Use Permit) for an ADU (Accessory Dwelling Unit). Case No. CUP04-21, Applicant: Jose and Jennifer Massey and Sandy Mutz. *(Application withdrawn by Applicant.)*
8. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
9. Commissioners Comments
10. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA 28 CFR/36)

Regular Board of Commissioners

2. a.

Meeting Date: 11/01/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the October 18, 2021 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

OCTOBER 18, 2021 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, October 18, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 3:57 p.m. on October 14, 2021. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Absent
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Absent
Commissioner Ward 6

ABSENT: Cami Engles, Ben Salter

INVOCATION Commissioner Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

Citizens Participation
(A three-minute limit per person)
(A twelve-minute limit per topic)

Mr. Rob Morris spoke regarding the proposed ordinances regarding panhandling and bicycles, grant funds, the Lake Advisory Committee, and the Santa Fe Depot roof.

Ms. Anna Owens addressed her concerns with shopping cart theft at local businesses.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the October 4, 2021 regular meeting.
- b. Acknowledge the following reports:
 - License Payment Report for September 2021
 - Project Payment Report for September 2021
- c. Acknowledge receipt of Pioneer Library System Audit for the Year Ended June 30, 2021.
- d. Acknowledge receipt of Pioneer Library System Revised Budget for July 1, 2021 through June 30, 2022.
- e. Acknowledge the resignation of Cami Engles from the Planning Commission.
- f. Acceptance of a Temporary Grading and Permanent Drainage Easement for Cedar Ridge Investments, LLC, located in the southwest quarter of the northwest quarter of Section 5, Township 10 North, Range 4 East.
- g. Lake Lease Transfer:

TRANSFER:
Lot 6 Eckel Tract, 15305 Eckel Road
From: Patrick and Judith Henderson
To: Patrick and Judith Henderson, Levi Cain Weems

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item Nos. 2(a-g). Motion carried 5-0.

AYE: Matthews, Rutherford, Sehorn, Flood, Bolt

NAY: None

AGENDA ITEM NO. 3:

Presentation by Animal Control to present the Pet of the Week.

Animal Control Officers Brandy Spoon and Wendy Cole introduced Mojo, a four- to five-year-old female canine. Mojo is currently up for adoption. Her adoption fee is \$40.00, including the City tag fee.

Officer Spoon advised that the Animal Shelter currently has thirty-one dogs and four cats. An adoption event, *Barktober*, will be held at Huntington Fine Jewelers on Saturday, October 30th from 10:00 a.m. to 4:00 p.m.

AGENDA ITEM NO. 4:

Discussion and presentation of services offered by Cityworks.

Public Works Director Brad Schmidt gave a presentation on Cityworks. He then answered questions from the Commission.

AGENDA ITEM NO. 5:

Discussion and consideration of a Contract with Latham Consulting Group and Dunnington Consulting for governmental and community affairs.

City Manager Andrea Weckmueller-Behringer advised that a proposal with Latham Consulting Group and Dunnington Consulting was presented to the City Commission on September 20, 2021. Staff recommends approval of the proposed contract.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve a Contract with Latham Consulting Group and Dunnington Consulting for governmental and community affairs. Motion carried 5-0.

AYE: Rutherford, Sehorn, Matthews, Flood, Bolt

NAY: None

AGENDA ITEM NO. 6:

Discussion and consideration of amendment to an ordinance regulating safe turning movements; signals required for turning, stopping, or decreasing speed.

City Attorney Joe Vorndran explained that Agenda Item Nos. 6 through 12 are housekeeping items to bring the City of Shawnee Code of Ordinances into compliance with State Law, which becomes effective November 1, 2021.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve an ordinance regulating safe turning movements; signals required for turning, stopping, or decreasing speed.

Ordinance No. 2729NS was introduced.

AN ORDINANCE AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), ARTICLE IV. – (OPERATION OF VEHICLES) OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE, SO AS TO FURTHER COMPORT WITH STATE LAW 47 O.S. 11-606; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

Motion carried 5-0.

AYE: Matthews, Rutherford, Sehorn, Flood, Bolt

NAY: None

Ordinance No. 2729NS was adopted by the City Commission

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve the emergency clause relating to Ordinance No. 2729NS. Motion carried 5-0.

AYE: Matthews, Rutherford, Sehorn, Flood, Bolt

NAY: None

AGENDA ITEM NO. 7:

Discussion and consideration of creation of an ordinance providing regulations and certain exceptions for bicyclists at traffic-control devices within city limits.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve an ordinance providing regulations and certain exceptions for bicyclists at traffic-control devices within city limits.

Ordinance No. 2730NS was introduced.

AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 19 AND PROVIDING REGULATIONS AND CERTAIN EXCEPTIONS FOR BICYCLISTS AT TRAFFIC-CONTROL DEVICES WITHIN CITY LIMITS, WHICH SHALL BE ADDED TO CHAPTER 19 [MOTOR VEHICLES AND TRAFFIC] OF THE CITY CODE; AND ALSO PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER; AND DECLARING AN EMERGENCY.

Motion carried 5-0.

AYE: Sehorn, Rutherford, Matthews, Flood, Bolt

NAY: None

Ordinance No. 2730NS was adopted by the City Commission

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve the emergency clause relating to Ordinance No. 2730NS. Motion carried 5-0.

AYE: Matthews, Rutherford, Sehorn, Flood, Bolt

NAY: None

AGENDA ITEM NO. 8:

Discussion and consideration of creation of an ordinance providing certain prohibitions for the safety of bicyclists within city limits.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve an ordinance providing certain prohibitions for the safety of bicyclists within city limits.

Ordinance No. 2731NS was introduced.

AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 19, PROVIDING CERTAIN PROHIBITIONS FOR THE SAFETY OF BICYCLISTS WITHIN CITY LIMITS, WHICH SHALL BE ADDED TO CHAPTER 19 [MOTOR VEHICLES AND TRAFFIC] OF THE CITY CODE; AND ALSO PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER; AND DECLARING AN EMERGENCY.

Motion carried 5-0.

AYE: Rutherford, Matthews, Flood, Bolt, Sehorn

NAY: None

Ordinance No. 2731NS was adopted by the City Commission

A motion was made by Commissioner Flood, seconded by Commissioner Sehorn, to approve the emergency clause relating to Ordinance No. 2731NS. Motion carried 5-0.

AYE: Flood, Sehorn, Matthews, Bolt, Rutherford
NAY: None

AGENDA ITEM NO. 9: Discussion and consideration of an ordinance amending Section 19-219 of the Municipal Code governing horns and warning devices.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve an ordinance amending Section 19-219 of the Municipal Code governing horns and warning devices.

Ordinance No. 2732NS was introduced.

AN ORDINANCE AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), ARTICLE V. – (EQUIPMENT), SECTION 19-219 OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE, SO AS TO FURTHER COMPORT WITH STATE LAW 47 O.S. 12-401; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

Motion carried 5-0.

AYE: Matthews, Flood, Bolt, Rutherford, Sehorn
NAY: None

Ordinance No. 2732NS was adopted by the City Commission

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve the emergency clause relating to Ordinance No. 2732NS. Motion carried 5-0.

AYE: Matthews, Flood, Bolt, Rutherford, Sehorn
NAY: None

AGENDA ITEM NO. 10: Discussion and consideration of an ordinance amending Section 19-184 of the Municipal Code regulating license plate displays.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve an ordinance amending Section 19-184 of the Municipal Code regulating license plate displays.

Ordinance No. 2733NS was introduced.

AN ORDINANCE AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), ARTICLE IV. – (OPERATION OF VEHICLES), SECTION 19-184 OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE, SO AS TO FURTHER COMPORT WITH STATE LAW 47 O.S. 1151; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

Motion carried 5-0.

AYE: Rutherford, Sehorn, Matthews, Flood, Bolt

NAY: None

Ordinance No. 2733NS was adopted by the City Commission

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve the emergency clause relating to Ordinance No. 2733NS. Motion carried 5-0.

AYE: Sehorn, Rutherford, Matthews, Flood, Bolt

NAY: None

AGENDA ITEM NO. 11:

Discussion and consideration of an ordinance amending Section 19-292 of the Municipal Code regulating persons soliciting rides, donations, employment, or business.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve an ordinance amending Section 19-292 of the Municipal Code regulating persons soliciting rides, donations, employment, or business.

Ordinance No. 2734NS was introduced.

AN ORDINANCE AMENDING CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC), ARTICLE VII. – (PEDESTRIANS), SECTION 19-292 OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE, SO AS TO FURTHER COMPORT WITH STATE LAW 47 O.S. 11-507; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

Motion carried 5-0.

AYE: Matthews, Rutherford, Sehorn, Flood, Bolt
NAY: None

Ordinance No. 2734NS was adopted by the City Commission

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve the emergency clause relating to Ordinance No. 2734NS. Motion carried 5-0.

AYE: Matthews, Sehorn, Flood, Bolt, Rutherford
NAY: None

AGENDA ITEM NO. 12: Discussion and consideration of an ordinance amending portions of Chapter 8 of the Municipal Code regulating businesses, permits, and licenses within the city limits of the City of Shawnee.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve an ordinance amending portions of Chapter 8 of the Municipal Code regulating businesses, permits, and licenses within the city limits of the City of Shawnee.

Ordinance No. 2735NS was introduced.

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 8 (BUSINESSES, PERMITS AND LICENSES), OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE, SO AS TO FURTHER COMPORT WITH STATE LAW 47 O.S. 11-507; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

Motion carried 5-0.

AYE: Rutherford, Matthews, Flood, Bolt, Sehorn
NAY: None

Ordinance No. 2735NS was adopted by the City Commission

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve the emergency clause relating to Ordinance No. 2735NS. Motion carried 5-0.

AYE: Rutherford, Matthews, Flood, Bolt, Sehorn
NAY: None

AGENDA ITEM NO. 13: Consider Bids:

- a. HOOEC Metal Roof Restoration and Insulation Removal and Spray Foam Replacement Project Heart of Oklahoma Exposition Center Project No. C-21-03D (Award)

The Heart of Oklahoma Exposition Center General Manager Katy Fleming announced that one bid was received. The original bid amount was \$782,208.56 for foam and coatings with a 10-year warranty. Spectra is requesting authorization to award the HOOEC Metal Roof Restoration and Insulation Removal and Spray Foam Replacement Project to Draper Construction of Oklahoma City, Oklahoma, in the amount of \$872,002.91 which includes a 15-year manufacturer's warranty.

A motion was made by Commissioner Sehorn, seconded by Commissioner Flood, to award the bid to Draper Construction and Commercial Roofing in the total amount of \$872,002.91. Motion carried 5-0.

AYE: Sehorn, Flood, Bolt, Rutherford, Matthews
NAY: None

AGENDA ITEM NO. 14: Acknowledge monthly Sales Tax and Budget Reports.

Assistant Finance Director Jacob Bussell reported sales tax is up \$1,225,972.00, or 17.02%, over the projected budget year-to-date. He stated that use tax collections are up approximately \$232,022.00, or 29.30%, over the projected budget year-to-date.

AGENDA ITEM NO. 15: Administrative Report

- a. City Manager Update – Andrea Weckmueller-Behringer, City Manager

City Manager Andrea Weckmueller-Behringer provided an update on the Homelessness Initiative within the City of Shawnee.

AGENDA ITEM NO. 16:

New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no New Business.

AGENDA ITEM NO. 17:

Commissioners Comments

Commissioner Matthews thanked City Manager Andrea Weckmueller-Behringer for her comments and update during Agenda Item No. 15.

Commissioner Matthews stated that he received good comments regarding the Pottawatomie County Fair held at the Heart of Oklahoma Exposition Center.

Commissioner Flood stated he was excited to see projects at the Heart of Oklahoma Exposition Center moving forward.

Commissioner Flood addressed Mr. Morris' and Ms. Owens' concerns from Citizens Participation.

Commissioner Flood announced a Bean Dinner would be held Saturday, October 23rd from 11:00 a.m. to 2:00 p.m. at the Community Center hosted by the Dunbar Heights Community Group.

Vice Mayor Rutherford thanked Jacob Bussell, Katy Fleming, and Brad Schmidt for their reports.

Commissioner Sehorn commented on the Sales Tax report and the Cityworks presentation.

Mayor Bolt addressed Mr. Morris' concerns from Citizens Participation. He also thanked City Manager Andrea Weckmueller-Behringer for her update.

AGENDA ITEM NO. 20:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:14 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

DRAFT

Regular Board of Commissioners

2. b.

Meeting Date: 11/01/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Senior Citizens of Shawnee Board Minutes from the September 14, 2021 regular meeting.
-

Attachments

Minutes



Office of the Recreation Manager

Meeting Minutes
Senior Citizens of Shawnee Board
September 14, 2021 9:30 a.m.
Senior Recreation Center, 401 N. Bell

		Present	Absent
Chairman	Wanda Hill	<u> X </u>	<u> </u>
Vice Chair	John Belzer	<u> </u>	<u> X </u>
Secretary	Ann Dowdy	<u> </u>	<u> X </u>
Member	Phyllis Croswell	<u> X </u>	<u> </u>
Member	Bobbi Gaglia	<u> X </u>	<u> </u>
Member	Bill Haley	<u> X </u>	<u> </u>
Member	Albert Rice	<u> X </u>	<u> </u>
Member	Shirley Gregory	<u> </u>	<u> X </u>
Member		<u> </u>	<u> </u>
City Commissioner	Ben Salter	<u> X </u>	<u> </u>
City Staff	Kerri Foster	<u> X </u>	<u> </u>
City Staff	Amy Riggins	<u> X </u>	<u> </u>
City Staff	Brad Schmidt	<u> X </u>	<u> </u>

AGENDA NO 1 Call to Order

Meeting was called to order at 9:33 a.m.

AGENDA NO 2 Roll call and Declaration of a Quorum

Roll call was taken and a quorum was declared.

AGENDA NO 3 Approval of June 8 and August 10 minutes

Motion made by Phyllis Croswell (Albert Rice) to accept June 8th minutes. Motion passed. Motion made to accept August 10th minutes, motion passed.

**AGENDA NO 4 Discussion and action on Pottawatomie County Senior
one/cent sales tax purchases
- Proposed Ice Machine Dispenser**

Amy Riggins presented information for a proposal to purchase an ice and water dispenser, brand name Ice-O-Matic with "Sonic style" ice and filtered water. It would be placed at the beverage station near the coffee machine, thus allowing senior patrons to self service on more types of beverages. Amundsen Commercial Kitchens in OKC is the recommended vendor, based on their provision and service of other commercial kitchen products for the recreation department. This purchase would also prevent staff members from having to carry ice in ice chests throughout the building.

Motion made by Phyllis Croswell (Albert Rice) to accept this proposal. Motion passed.

AGENDA NO 5 Staff & Programming Updates

Brad Schmidt reported the city has hired a new City Planner and Assistant City Manager, Ms. Andrea Weckmueller-Behringer. She has extensive transportation planning experience.

Kerri Foster updated the board on upcoming technology classes and 1-on-1 technology appointments which will be offered in the center.

Amy Riggins provided information regarding upcoming Wellness Wednesday topics.

It was noted the Community Center Project Heart lunch program has returned to providing noontime meals on a take-out basis only.

AGENDA NO 6 Senior Fitness Classes and Title III Grant Updates

Senior fitness classes continue to go well. New members are added each month

AGENDA NO 7 Discussion of Progress on Board Goals and Objectives

Phyllis Croswell pointed out the need for seniors to have access to individuals such as counselors or chaplains to talk to.

Phyllis Croswell also pointed to the continued need for seniors in rural communities to have access to transportation. Several board members expressed being pleased that the new Assistant City Manager had transportation planning experience, as this might help meet this need in the future.

Bobby Gaglia suggested having a calling list to allow volunteers to call seniors in their homes. Kerri explained that while current staff members would not have time to complete this, the board could approve and organize some type of volunteer calling program. Wanda Hill asked for board members to serve on a subcommittee to explore and organize a proposal for such a program and bring it to the board for approval at the next meeting. Phyllis Croswell, Bobby Gaglia, and Albert Rick volunteered to serve on the subcommittee.

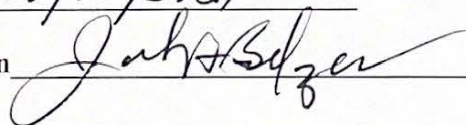
AGENDA NO 8 New Business

Amy Riggins announced a collection box was now available in the center for "Socks for Seniors." Based on board discussion at the last meeting, the senior rec center staff set up a box to collect new socks in any size for rural senior citizens and their extended families. These will be collected and provided to a local ministry for distribution.

Adjournment: A motion was made by Albert Rice (Bobby Gaglia) for adjournment. The motion approved, and the meeting was adjourned at 10:03 a.m.

Date 10/12/2021

Vice Chairman



Regular Board of Commissioners

2. c.

Meeting Date: 11/01/2021

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

Lot 23 Johnston Tract, 16504 Stevens Road

From: Richard Rose

To: Shawnee Properties, LLC

Attachments

Lake Lease

Shawnee Twin Lakes Cabin Site Leases Summary Report – For Renewals & Transfers

Date: 10.19.2021	License No.: 5222
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	11.01.2021
Property Address	16504 Stevens Rd
Lake Site Location	Lot 23 Johnston Tract
Lease Dates	11.01.2021 - 11.01.2051
Lease Fee	\$746.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Shawnee Properties, LLC
Address	1530 N Harrison #225, Shawnee, OK 74801
Email	shawneepropertiesok@gmail.com
Phone	405.973.5105
Current Lessee (Transfer From)	
Name(s)	Richard Rose
Address	20002 Claretta Ave, Cerritos, CA 90703
Email	richard.okie.rose@charter.net
Phone	562.477.6268
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☐ Yes ☒ No
Type of Septic	☐ Conventional ☐ Aerobic
Last Inspected / Pumped	Empty Parcel
Miscellaneous Comments	Transfer Fee - \$500.00 Shawnee Properties - Ck 1187 Lease - Shawnee Properties - Ck 1188 Transfer Fee - \$500.00 - Barbara Anderson - Ck - 9543 Inspection Fee - \$75.00 Barbara Anderson - Ck - 9544
Fees Collected	\$1821.00 - Cks 1187, 1188, 9543, 9544



Cabin Site Lease

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

LEASE # 5222 TRACT NAME Johnston LOT # 23

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 11/01/2021 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

SHAWNEE PROPERTIES LLC,
1530 N HARRISON #225
SHAWNEE, OK 74804

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$746.00** dollars for **2021**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

16504 STEVENS RD

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply.

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed

an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance with City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject to the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by the lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division of other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY:

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

2. d.

Meeting Date: 11/01/2021

Schedule

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the Schedule of Regular Meetings for 2022 for The Board of City Commissioners, The Board of Trustees of the Shawnee Airport Authority, and The Board of Trustees of the Shawnee Municipal Authority.

Attachments

Schedule

2022 CALENDAR YEAR

SCHEDULE OF REGULAR MEETINGS

**THE BOARD OF CITY COMMISSIONERS AND
THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY AND
THE BOARD OF TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY**

DATE		TIME	PLACE OF MEETING
1/18/2022	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
2/07/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
2/22/2022	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
3/07/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
3/21/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
4/04/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
4/18/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
5/02/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
5/16/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
6/06/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
6/20/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
7/05/2022	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
7/18/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
8/01/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
8/15/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
9/06/2022	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
9/19/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
10/03/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
10/17/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
11/07/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
11/21/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
12/05/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
12/19/2022	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK

NAME: LISA LASYONE, CMC

TITLE: City Clerk

ADDRESS: P. O. Box 1448

Shawnee, OK 74802-1448

TELEPHONE: (405) 878-1604

Filed in the office of the Municipal Clerk at _____ a.m./p.m. on _____, 2021.

Signed: _____
Clerk/Deputy Clerk

Regular Board of Commissioners

2. e.

Meeting Date: 11/01/2021

Maintenance Bond

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of public improvements for Bentley Oaks Addition and place maintenance bond into effect.

Attachments

Maintenance Bond



Office of Engineering
MEMORANDUM

DATE: Monday, November 01, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Acceptance of Bentley Oaks Public Improvements

The Bentley Oaks Addition public sewer line is complete and ready to be accepted by the City. The development is located off Hardesty Drive in the Smoking Oaks Subdivision. The developer paid 100% of the construction costs. The sewer line was installed satisfactory and inspected to the City of Shawnee specifications. The sewer line passed all required testing and is now ready for acceptance, and placement of the maintenance bond into effect by the City.

Staff recommends the acceptance of the public improvements and placing the maintenance bond into effect.



MAINTENANCE BOND

Bond #: **87C237580**

KNOW ALL MEN BY THESE PRESENTS, that we,
Hendrix Services, LLC

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
City of Shawnee

at 16 West 9th Street, Shawnee, OK 74801-6812

(hereinafter called the Oblige), in the penal sum of Two Thousand Four Hundred One Dollars And Zero Cents

(\$2,401.00)

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: July 22, 2021

WHEREAS, the said Principal has heretofore entered into a contract with the Oblige for Public Sanitary Sewer - Bentley Oaks Addition, Hardesty Drive, Shawnee, OK

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Oblige;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a period of 24 months from and after the date of the completion of the contract indemnify the Oblige against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its home office in the city of Boston, Massachusetts, promptly and in any event within ten (10) days after the Oblige or his representative shall learn of such default; and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Hendrix Services, LLC

(Principal)

By: 

The Ohio Casualty Insurance Company

By: 

(Attorney-in-Fact) Russell Hollingsworth





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8203689 - 986746**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jason Blair, Debra Cornelisen, John E. Dillingham, Mike Haselden, Russell Hollingsworth, Amber Jarman, Tara L. Ramos

all of the city of Enid state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of May, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of May, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of July, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



HENDSER-01

AGOODMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dillingham Insurance P.O. Box 1669 Enid, OK 73702		CONTACT NAME: PHONE (A/C, No, Ext): (580) 233-2000 FAX (A/C, No): (580) 242-6703 E-MAIL ADDRESS:		
INSURED Hendrix Services, LLC 5201 S. Eastern Ave Oklahoma City, OK 73129		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Continental Insurance Company		35289
		INSURER B : Valley Forge Insurance Company		20508
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			6080130045	3/2/2021	3/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6080130031	3/2/2021	3/2/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6080130062	3/2/2021	3/2/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	6 80130059	3/2/2021	3/2/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: Public Sanitary Sewer
Project: Bentley Oaks Addition, Hardesty Drive, Shawnee, OK

CERTIFICATE HOLDER

CANCELLATION

City of Shawnee
16 West 9th Street
Shawnee, OK 74801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Regular Board of Commissioners

2. f.

Meeting Date: 11/01/2021

Maintenance Bond

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of public improvements for Belmont Park Commercial II and place maintenance bond into effect.

Attachments

Maintenance Bond



Office of Engineering
MEMORANDUM

DATE: Monday, November 01, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Acceptance Belmont Park Commercial II of Public Improvements

The Belmont Park Commercial 2 public sewer line is complete and ready to be accepted by the City. The development is located North of Macarthur Street and East of Acme Road. The developer paid 100% of the construction costs. The sewer line was installed satisfactory and inspected to the City of Shawnee specifications. The sewer line passed all required testing and is now ready for acceptance, and placement of the maintenance bond into effect by the City.

Staff recommends the acceptance of the public improvements and placing the maintenance bond into effect.



MAINTENANCE BOND

Bond #: **87C237168**

KNOW ALL MEN BY THESE PRESENTS, that we,
Hendrix Services, LLC

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
City of Shawnee

at 16 West 9th Street, Shawnee, OK 74801-6812

(hereinafter called the Obligor), in the penal sum of Four Thousand Two Hundred Seven Dollars And Zero Cents
(\$4,207.00)

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: October 21, 2020 .

WHEREAS, the said Principal has heretofore entered into a contract with the Obligor for Public Sanitary Sewer -
Bellmont Park Commercial II, Acme Road & Macarthur Street, Shawnee, OK

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligor;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a
period of 24 months from and after the date of the completion of the contract indemnify the
Obligor against any loss or damage directly arising by reason of any defect in the material or workmanship that may
be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the
particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its
home office in the city of Boston, Massachusetts, promptly and in any event
within ten (10) days after the Obligor or his representative shall learn of such default; and that no claim, suit or
action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from
the end of the maintenance period as herein set forth.

Hendrix Services, LLC

(Principal)

By: 

The Ohio Casualty Insurance Company

By: 

(Attorney-in-Fact)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8203689 - 986746**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jason Blair, Debra Cornelisen, John E. Dillingham, Mike Haselden, Russell Hollingsworth, Amber Jarman, Tara L. Ramos

all of the city of Enid state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of May, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of May, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of October, 2020.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



HENDSER-01

AGOODMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dillingham Insurance P.O. Box 1669 Enid, OK 73702		CONTACT NAME: PHONE (A/C, No, Ext): (580) 233-2000 FAX (A/C, No): (580) 242-6703 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Insurance Company	
		INSURER B: National Fire Insurance Co of Hartford	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

Hendrix Services, LLC
5201 S. Eastern Ave
Oklahoma City, OK 73129

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6080130045	3/2/2020	3/2/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6080130031	3/2/2020	3/2/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			6080130062	3/2/2020	3/2/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6080130059	3/2/2020	3/2/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: Public Sanitary Sewer

Project: Belmont Park Commercial II, Acme Road and Macarthur St, Shawnee, OK

CERTIFICATE HOLDER

City of Shawnee
16 West 9th Street
Shawnee, OK 74801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Regular Board of Commissioners

4.

Meeting Date: 11/01/2021

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a Cityworks Software License and Maintenance Agreement with Azteca Systems, LLC.

Attachments

Memo

Agreement

Premium



MEMORANDUM

To: Honorable Mayor and City Commission
From: Brad Schmidt, Public Works Director
CC: Andrea Weckmueller – Behringer, City Manager
Date: 10/27/2021
Re: Cityworks Software License and Maintenance Agreement

Staff respectfully requests approval of the software licenses and maintenance agreement that includes product licensing standard maintenance and support, and third-party contract acknowledgement. This agreement includes software updates and technical support for the duration of the agreement as well as unlimited quantities of multiple products. The agreement amount for year one of this annual contract is \$48,500. This was budgeted for in the current fiscal year.

CITYWORKS® SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement ("Agreement") is made by and between Azteca Systems, LLC ("Azteca Systems" or "Azteca") a Delaware limited liability company, with a place of business set forth on Addendum #1 below, and the **City of Shawnee, Oklahoma**, (hereinafter referred to as "Licensee" or "Customer"), using certain of Azteca Systems Licensed Products. This Software License and Maintenance Agreement is effective upon the date of signature by Licensee below (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of this Agreement. This Agreement, when executed by the Licensee and Azteca Systems, as licensor of the Software, or the Online Services, and Documentation licensed under this Agreement, will supersede any previous agreements.

This Agreement includes (i) this Software License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support, and (iv) Addendum #3 – Third-Party Contractor Acknowledgment.

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License and Maintenance Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account username and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Beta" means any alpha, beta, or other prerelease version of a Product.
- e. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- f. "Cloud Services" means both Azteca Systems Managed Cloud Services and Online Services.
- g. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- h. "Concurrent Use License" means that Licensee may install and use the Software on computer(s) on a network, but the number of simultaneous users (logins) may not exceed the number of licenses required.
- i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- j. "Documentation" means all user reference documentation that is supplied to the Licensee by Azteca Systems pursuant to this Agreement for aiding or enabling the use of the Software and is deemed to include any Azteca Systems-provided revisions thereof.
- k. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by or use of the Licensed Products in the provisions of services to Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a

service offering, service bureau application, application service provider, outsourcing, or other means of providing service to any third party shall not be considered Internal Use.

- l. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software and Documentation licensed under the terms of this Agreement.
- m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- n. "Malicious Code" means software viruses; worm time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- o. "Named User(s)" is Licensee's employee, agent, consultant, or contractor to whom Licensee has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product or subscription to Online Services for Licensee's exclusive benefit.
- p. "Online Services" means the commercially available, internet-based asset management system that Azteca Systems provides (commonly known as Cityworks Online), including applications and associated APIs, for storing, managing, publishing, and using maps, data, and other information. Online services exclude Data and Content.
- q. "Online Services Subscription" means a limited-term subscription conveying the right for one or more named users to access and use Online Services.
- r. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- s. "Preview" means any alpha, beta, or prerelease Product.
- t. "Product(s)" means Software and Documentation licensed under the terms of this Agreement.
- u. "Sample(s)" means sample code, sample applications, sample add-ons, or sample extensions of Products.
- v. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- w. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, documentation, updates, upgrades, and service packs. Without limitation, the Software is deemed to include any alpha, beta, prerelease or restricted version(s), or final commercial release(s), provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, sample code, or merged copies permitted hereunder or subsequently supplied under this Agreement. Unless otherwise indicated by the context herein, the term Software is also deemed to include its associated Documentation.
- x. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- y. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

All Azteca Systems Offerings are the copyrighted works of Azteca Systems. Azteca Systems or its licensors own the Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights, including trade secrets. This Agreement does not transfer ownership rights of any description in the software, materials, products, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to Azteca Systems and its licensor(s). Azteca Systems does not acquire any rights in Customer Content under this Agreement other than as needed to provide Azteca Offerings and Services to Customer.

ARTICLE 3—GRANT OF LICENSE

- 3.1 **Grant of License.** Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i)

for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) licenses. Licensee may allow Third-Party Contractors to access and use the licensed Software, provided Licensee and Third-Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third-Party Contractor Acknowledgment (if applicable) collectively, are incorporated by reference into this Agreement.

- a. *Software.* Use and license for specific Software products are set forth in Addendum #1– Product Licensing, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum #2 – Standard Maintenance and Support, which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third-Party Contractor software usage (if applicable) are set forth in Addendum #3 – Third-Party Contractor Acknowledgment, which is incorporated by reference.

3.2 Delivery. Unless otherwise agreed, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Products by electronic download and a license key to activate the Licensed Products.

ARTICLE 4—SOFTWARE AND ONLINE SERVICES

4.1 Software Terms of Use

- a. For Products delivered to Licensee, Licensee may:
 1. Install, access, and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
 4. Move the Software in the licensed configuration to a replacement server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca Systems and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third-Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca Systems. Licensee shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Online Services Terms of Use

- a. **Use of Online Services** is also subject to the Cloud Services Terms found in Addendum #2.
- b. **Modification of Online Services.** Azteca Systems may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Azteca Systems may, at its discretion, attempt to repair, correct, or provide a

workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Azteca Systems will issue a prorated refund.

4.3 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users.

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

4.4 Limited-Use Programs.

a. Trial, Evaluation, and Beta Programs. Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.

b. Educational Programs. Licensee agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

c. Other Azteca Systems Emergency or Limited-Use Programs. If Licensee acquires Products under any limited-use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page, letter, or enrollment form or as described on Azteca's website in addition to the nonconflicting terms of this Agreement.

4.5 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Licensed Software or Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Distribute Authorization Codes to third parties;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Licensed Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Unbundle or independently use the individual or component parts of Software or Online Services;
- l. Incorporate any portion of the Software into a product or service that competes with the Software;

- m. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—AZTECA SYSTEMS MANAGED CLOUD SERVICES

5.1 **Definitions.** The following are supplemental definitions provided in Article 1.

- a. “Azteca Managed Cloud Services” means the hardware, Software, Data, network platform that Azteca Systems or its third-party supplier provides as part of Azteca Managed Cloud Services.
- b. “Hosting” means the business of housing and making accessible Licensee Content via the internet.

5.2 **Provision of Azteca Managed Cloud Services.**

- a. **General Terms.** Use of Azteca Systems Managed Cloud Services is subject to the Cloud Services terms found in Addendum #2 of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Azteca Systems changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Azteca Systems will invoice Customer annually for the Azteca Systems Managed Cloud Services to be provided the upcoming year. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Azteca Systems or removal of Customer Content from the Azteca Systems Managed Cloud Services environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Azteca Systems if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Azteca Systems Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Azteca Systems Offering to be (i) disclosed or distributed in source code form, (ii) made available free of charge to third parties, or (iii) modifiable without restriction by third parties.
- g. **Monitoring.** Licensee will provide information and other materials related to its Licensee Content as reasonably requested by Azteca Systems or its Hosting partner to verify Azteca's or Licensee's compliance with this Agreement. Azteca Systems or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this Agreement.

ARTICLE 6—TERM AND TERMINATION

6.1. The initial term of this Agreement will begin on the Effective Date, or upon such latter dates set forth in Addendum #1, and in each case provided a valid purchase authorization is issued. This Agreement may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum #1.

6.2. Either party may terminate this Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination shall be deemed to have immediate effect for a material breach that is impossible to cure.

6.3. **Termination by Licensee.** In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement, Licensee may terminate subsequent Term Maintenance Periods by

giving Azteca Systems thirty (30) days' written notice prior to the end of the current Term Maintenance Period. The effective date of such termination will be the start of the subsequent Term.

6.4. Termination by Azteca Systems. Azteca Systems may terminate this Software License and Maintenance Agreement and/or any license granted hereunder if:

- a. Licensee violates its obligations under this Software License and Maintenance Agreement and fails to cure the breach within thirty (30) days after Azteca Systems' written notification, provided however, that no cure period prior to termination will be required as noted in section 6.2.
- b. Licensee ceases to do business in the ordinary course, or becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors. Such termination shall be effective upon notice to such party or as soon thereafter as is permitted by applicable law.

6.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the Software License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

6.6. If this Agreement is terminated per section 6.3, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance, and support services rendered or products and software received and accepted prior to the effective date of termination.

6.7. If this Agreement is terminated per section 6.3 or 6.4, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then, for no additional charge to Licensee and at Licensee's option, either grant a license to the Licensee for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software, or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

6.8. If Licensee has an Online Services Subscription, Managed Cloud Services, or Online Services Product, then upon termination per section 6.3 or 6.4, Azteca Systems will provide Licensee the ability for 30 days to download, backup, or otherwise archive all Licensee Data.

6.9. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties. Except as otherwise provided in this Article 7, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

7.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and beta Products are delivered "as is" and without warranty of any kind.

7.3 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the internet or to regulation of the internet that might restrict or prohibit the operation of Cloud Services.

- b. **Third-Party Websites; Third-Party Content.** Azteca Systems is not responsible for any third-party website or third-party content that appears in or is referenced by Azteca Systems Products or Azteca Systems websites, including www.cityworks.com and www.mycityworks.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

7.4 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Azteca Systems disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Azteca Systems is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Licensee Content caused by Licensee's modification of any Azteca Systems Product or Service other than as specified in the Documentation. Azteca Systems does not warrant that Products and Services hereunder or Licensee's operation of the same, will be uninterrupted, error free, fault-tolerant, or fail-safe or that all nonconformities can or will be corrected. Products are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property/environmental damage. Licensee should not follow any suggestions or instructions that appear to be hazardous, unsafe, or illegal. Any such use shall be at Licensee's own risk and cost.

7.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Section shall be limited to replace any defective media; (i) repair, correct, or provide a workaround for the applicable Products or Services and subject to the Azteca Systems Maintenance Services and Support Addendum; or (ii) at Azteca Systems election, terminate Licensee's right to use and refund the fees paid for Azteca Systems Products or Services that do not meet Azteca Systems limited warranties, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Liability. Neither Licensee, Azteca Systems, nor any Azteca Systems distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees paid for the current Term support period, or current Subscription fees, or Services fees actually paid to Azteca Systems for the Azteca Systems Products or Services giving rise to the cause of action.

8.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Licensee's infringement, misuse, or misappropriation of Azteca Systems or Azteca Systems licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

8.3 Applicability of Disclaimers and Limitations. Azteca Systems (or its authorized distributor if any) has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

8.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights under law that may not be waived or disclaimed. Azteca Systems does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

ARTICLE 9—INDEMNIFICATIONS

9.1 Definitions. The following definitions supplement the definitions provide in Article 1:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.

- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Azteca Systems Products or Services infringes a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorney's fees.

9.2 Infringement Indemnity.

- a. Azteca Systems will defend, hold all indemnitees harmless from and against any Loss arising out of an Infringement Claim.
- b. If Azteca Systems determines that an Infringement Claim is valid, Azteca Systems may, at its expense, either (i) obtain rights for Customer to continue using the Azteca Systems Products or Services or (ii) modify the Azteca Systems Products or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Azteca Systems may terminate Licensee's right to use the Azteca Systems Products or Services and will refund any unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Azteca Systems has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Azteca Systems Products or Services with a product, process, or system or element not supplied by Azteca Systems or specified by Azteca Systems in its Documentation, (ii) alteration of Azteca Systems Products or Services by anyone other than Azteca Systems or its subcontractors, (iii) compliance with Licensee's specifications, or (iv) use of Products or Services after Azteca Systems either provides a modified version to avoid infringement or terminates Licensee's right to use the Products or Services.

- 9.3 General Indemnity.** Azteca Systems will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Azteca Systems or its directors, officers, employees, or agents performing Services while on Customer's site.

- 9.4 Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Azteca Systems in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Azteca Systems sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Azteca Systems request and expense.

- 9.5 This section sets forth the entire obligation of Azteca Systems, its authorized distributor (if any), and its third-party licensors (if any) regarding any Claim for which Azteca Systems must indemnify Licensee.**

ARTICLE 10—GENERAL PROVISIONS

10.1 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country, (ii) any person on the US Treasury Department's list of Specially Designated Nationals, (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List, or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

10.2 Taxes and Fees, Shipping Charges. License and Subscription fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

10.3 No Implied Waivers. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.4 Severability. The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.5 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this Agreement.

10.6 Survival of Terms. The provisions of Articles 2, 6, 7, 8, 9 and 10 of this Agreement, and the provisions of section 4.1 of Addendum #2, shall survive the expiration or termination of this Software License and Maintenance Agreement.

10.7 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

10.8 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- **Government Entities.** If Licensee is a government entity, the applicable laws of the Licensee's jurisdiction govern this Agreement.
- **Nongovernment Entities.** US federal law and the law of the State of Utah exclusively govern this Agreement, excluding their respective choice of law principles.

10.9 Dispute Resolution. The parties will use the following dispute resolution process:

- **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- **Other Government Entities.** Azteca Systems will comply with mandatory dispute resolutions under applicable law.
- **Negotiation and Arbitration.** The parties will attempt negotiation in good faith and a spirit of mutual cooperation. Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

10.10 Maintenance. Maintenance for qualifying Software consists of updates (provided on a when-and-if available basis) and other benefits, such as access to technical support, which are provided during the Term. Maintenance is specified as set forth in Addendum #2.

10.11 Audit. Upon Azteca System's written request, Licensee shall certify in a signed writing that its use of the Licensed Product is in full compliance with the terms of this Agreement (including any restrictions herein). Azteca Systems, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Licensee's records and use of the Licensed Products to confirm compliance with this Agreement. All such

inspections and audits will be conducted during regular business hours and in a manner that does unreasonably interfere with ordinary business activities. Licensee shall be responsible for any audit costs only in the event that such audit reveals that Licensee's use is not in accordance with the permitted uses under this Agreement, and for unpaid license fees.

10.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Software or Products, and any related intellectual property, are owned by Azteca Systems.

10.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

10.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber-attacks, laws, regulations, government orders, or any other force majeure event.

10.15 Independent Contractor. Azteca Systems is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Azteca Systems and the Licensee. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

10.16 Entire Agreement. This Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

CITY OF SHAWNEE, OK – (LICENSEE)

By: _____

By: _____

Name: Brian L. Haslam

Name: _____

Title: President - CEO

Title: _____

Date: _____

Date: _____

ADDENDUM #1

PRODUCT LICENSING

1. **Licensed Software:**

Server AMS Premium Cityworks Online Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom

Equipment Checkout

Contracts

Cityworks for Excel

Cityworks Analytics for AMS

eURL (Enterprise URL)

Operational Insights

Workload

Web Hooks

OpX

Data Storage Plus

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Additional Software Products & Licenses & Annual Renewals: Additional Software Products & Licenses may be added to this Agreement as well as annual renewals of this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.

2. **Notices & Licensee Information: Until or unless otherwise modified, all notices relevant to this agreement shall be sent to the following address:**

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	City of Shawnee 16 W 9 th St Shawnee, OK 74801
	Attn: Lisa Lasyone
	E-mail: llasyone@shawneeok.org
	Phone: 405.878.1604

3. **Effective Date of Software (Date Software made available)**

MM/DD/YYYY

12/01/2021

4. **Schedule of Payments and/or Fees under Agreement**

Annual Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	12/01/2021 – 11/30/2022	\$48,500.00
Period 2	12/01/2022 – 11/30/2023	\$63,500.00
Period 3	12/01/2023 – 11/30/2024	\$78,500.00

5. **Additional Items (If Any):**

- a. Annual fee herein is based on a 25,001 – 50,000 population range.
- b. Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves
- c. ELA pricing herein for CWOL assumes no hosting logins are added over and above the current 110 Server AMS hosting Logins. Additional hosting logins can be added for an additional fee.

ADDENDUM #2
STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca Systems, LLC ("Azteca Systems" or "Azteca"). Maintenance and support are provided subject to the terms and conditions of the signed Software License and Maintenance Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license and maintenance fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support services consist of the following benefits: maintenance items (provided on a when-and-if available basis) which may include subsequent version releases of the licensed software, service packs, upgrades and updates, and technical support.

1.1. Azteca Systems will ensure upward compatibility for the licensed software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for licensed software applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- a. **Software Updates.** Software Updates includes upgrades and service packs which are a collection of files that enhance or correct the licensed software, and which will be available for Licensee to download during the Maintenance Term/Period. Updates and upgrades may also include new versions;
- b. Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- c. Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this Addendum:

- a. Support for applying or installing upgrades and service packs;
- b. Assistance with questions related to third-party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- c. Assistance with computer operating system questions not directly pertinent to the licensed software;
- d. Licensee Data debugging and/or correcting;
- e. Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the licensed software, including but not limited to neglect, abuse, unauthorized modifications, and/or unauthorized updates;
- f. Consulting regarding customizations created to function with the licensed software unless the customization is identified and listed as licensed software in Addendum #1;
- g. Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- h. Questions such as configuration, implementation, and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum #1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

1.8. **Additional Support Items.**

- a. On a when-and-if available basis, updates to the licensed software (Addendum #1) means subsequent releases of the program which Azteca generally makes available to its customers who are under an active Software License and Maintenance Agreement for which fees have been paid for the relevant support period.
- b. Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed in Addendum #1 changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license or maintenance fees have been paid.
- c. Updates may not always include any release, option, or future program that Azteca licenses separately. Updates are provided on a when-and-if available basis as determined by Azteca Systems. Azteca Systems is under no obligation to develop any future programs or functionality. Any updates made available will be made available to you for download. Customer is responsible for copying, downloading, and installing the updates.

2. PROCEDURES FOR ACCESSING SUPPORT

2.1. All problem categories from routine, non-critical and critical, that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within four (4) hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is the Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within four (4) hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems, Licensee will submit support requests during normal business hours as outlined in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEEES

3.1. License, Maintenance, and Support Services herein are included in the payment of annual fees as set forth in Addendum #1 and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1 and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum #1 subsequent to year one (1) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor. Azteca Systems will notify Licensee of the new pricing no later than sixty (60) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MANAGED CLOUD AND ONLINE SERVICES

4.1. **Prohibited Uses.** Licensee shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

- a. Creates or transmits spam, spoofings, phishing emails, or offensive or defamatory material; or stalks or makes threats of physical harm;

- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breaches any security or authentication measures used by Cloud Services without written approval from Azteca Systems product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

4.2. **Service Interruption.** System failures or other events beyond Azteca's reasonable control may interrupt Customer's access to Cloud Services. Azteca Systems may not be able to provide advance notice of such interruptions.

4.3. **Licensee Content.**

- a. Licensee grants Azteca Systems and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Licensee Content as needed to provide Cloud Services to Licensee. Azteca Systems will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Azteca Systems under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Azteca Systems may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Azteca Systems may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Azteca Systems will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Azteca Systems will either:
 - 1. Make Customer Content available to Customer for download for a period of thirty (30) days unless Customer requests a shorter window of availability or Azteca Systems is legally prohibited from doing so; or
 - 2. Download all Customer Content in Azteca Systems' possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Azteca Systems will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

4.4. **Removal of Customer Content.** Azteca Systems may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Azteca Systems will notify Customer before removing Customer Content. Azteca Systems will respond to any Digital Millennium Copyright Act takedown notices in accordance with Azteca Systems copyright policy, available at www.cityworks.com/legal.

4.5. **Service Suspension.** Azteca Systems may suspend access to Cloud or Online Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach, (ii) if Azteca Systems reasonably believes that Customer's use of Cloud Services will subject Azteca Systems to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services, (iii) for scheduled maintenance, (iv) to enjoin a threat or attack on Cloud Services, or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Azteca Systems will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Azteca Systems is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

4.6. **Notice to Azteca Systems.** Licensee will promptly notify Azteca Systems if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

5. MISCELLANEOUS

5.1. **Data Confidentiality Statement.** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing the Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements, and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

5.2. **No Implied Waivers.** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

5.3. Azteca Systems will use commercially reasonable efforts to ensure that Azteca Systems Products and Offerings will not transmit any Malicious Code to Licensee. Azteca Systems is not responsible for Malicious Code that Licensee introduces to Azteca Systems Products or Offerings or that is introduced through Third-Party Content. Malicious Code means software viruses; worms, time bombs, Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

ADDENDUM #3

THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any third party or contractor (Third Party) and desires to grant access to use the Licensed Software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by Third Party is solely for Licensee's benefit;
2. Third Party (or, if applicable, its employee) shall be considered the Authorized User for purposes of the applicable license type, and all use shall be in accordance with the terms and conditions of the Cityworks Software License and Maintenance Agreement with Licensee;
3. Before accessing the Licensed Products, Third Party agrees that (i) the software shall be used solely in accordance with the terms of this Agreement, and (ii) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be responsible for all use by Third Party with respect to the use of the Licensed Products;
5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;
6. Use of the Products by Third Party will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by Third Party; and
7. Licensee will ensure that Third-Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee.

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of the License Agreement and agrees to the terms herein. Licensee shall provide a signed copy of this Addendum to Azteca Systems at contracts@cityworks.com.

Third Party (Print): _____

Licensee: City of Shawnee, OK

By: _____
Third Party/Contractor Authorized Signature

Title: _____

Date: _____

Third Party Information

Address City, State, Zip	
Contact Name	
Phone Number	
Email	



Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-12209-4
Created Date 9/20/2021
Expiration Date 12/1/2021

Contact Information

Contact Name:	Lisa Lasyone	Prepared By Name:	Veronica Schindler
Customer:	Shawnee (OK), City of	Prepared By Phone:	(801) 523-2751
Contact Address:	16 W 9th St Shawnee, OK 74801		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
ELA - Cityworks Online Server AMS Premium	1.00	USD 46,000.00
Data Storage Plus	1.00	USD 2,500.00
TOTAL:		USD 48,500.00

Notes

Year 1 Dollar Value	USD 48,500.00	Year 1 Date Range	12/01/2021 - 11/30/2022
Year 2 Dollar Value	USD 63,500.00	Year 2 Date Range	12/01/2022 - 11/30/2023
Year 3 Dollar Value	USD 78,500.00	Year 3 Date Range	12/01/2023 - 11/30/2024

Notes:

Server AMS Premium Cityworks Online Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics for AMS
eURL (Enterprise URL)
Operational Insights
Workload
Web Hooks
OpX
Data Storage Plus
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Annual fee herein is based on 25,001 - 50,000 population range

ELA pricing quote for CWOL assumes no hosting logins are added over and above the current 110 Server AMS hosting Logins. Additional hosting logins can be added for an additional fee.

Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

Discounts as follows:

Year 1 - 39% Discount

Year 2 - 19% Discount

Terms and Conditions

Payment Terms

Payment due within 30 days

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Regular Board of Commissioners

5.

Meeting Date: 11/01/2021

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a Master Agreement for Material and Services with NewEdge Services, LLC.

Attachments

Memo

Agreement

Appendix A



MEMORANDUM

To: Honorable Mayor and City Commission
From: Brad Schmidt, Public Works Director
CC: Andrea Weckmueller-Behringer
Date: 10/27/2021
Re: NewEdge Agreement

Staff respectfully requests approval of an agreement with NewEdge Services, LLC for implementation of the Cityworks AMS software. This includes integration, template creation, and staff training. Total implementation cost is \$137,940.00. This was budgeted for in the current fiscal year.

NewEdge Services, LLC

Master Agreement for Material and Services

This Material and Services Agreement (hereinafter "Agreement"), is between NewEdge Services, LLC, a Texas limited liability company, and its subsidiaries, parents, affiliates, successors, and assigns ("NewEdge"), and City of Shawnee, and its subsidiaries, parents, affiliates, successors, and assigns, each of them ("Client"), each of which may be referred to in the singular as "Party" or in the plural as "Parties."

Article I. SCOPE OF AGREEMENT

NewEdge shall provide to Client such Materials and Services as described in Appendix A – Statement of Work at the prices set therein, or any Order executed under this Agreement substantially in the form of Appendix B - Order, subject to the terms and conditions of this Agreement. Any Order in effect on the date when this Agreement expires or is terminated shall continue in effect until such Order either (i) expires by its own terms or (ii) is separately terminated, prior to its own scheduled expiration, as provided in this Agreement. The terms and conditions of this Agreement shall continue to apply to such Order as if this Agreement were still in effect.

Article II. TERM OF AGREEMENT

This Agreement shall commence and be effective on the date when signed by the last Party ("Effective Date") and shall continue for a term of 3 years.

DEFINITIONS

"Affiliate" with respect to either Party to this Agreement or any Order under this Agreement means a business association that has legal capacity to contract on its own behalf, to sue in its own name, and to be sued, if and only if either (a) such business association owns, directly or indirectly, a majority interest in such Party (its "parent company"), or (b) a thirty percent (30%) or greater interest in such business association is owned, either directly or indirectly, by such Party or its parent company.

"Documentation" means all tangible and intangible written materials including user instructions and training materials or other such materials as necessary in NewEdge's sole and exclusive judgment shall be required to demonstrate or explain a requirement, provision, or other detail.

"Information" means without limitation, with respect to a Party, all information of any sort in any form including without limitation confidential, proprietary or trade secret information of such Party or of a third party that is in the possession of such Party, including discoveries, ideas, concepts, know-how, techniques, processes, procedures, designs, specifications, strategic information, proposals, requests for proposals, proposed products, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, marketing plans, employee personal information, health or financial information, authentication credentials, operations, infrastructure, network and system configurations and settings, user interface designs, class libraries, objects, facilities, products, pricing whether expressed as fixed price or hourly rates, customer lists, regulatory compliance, competitors and other technical, financial or business information, whether disclosed in writing, orally, or visually, in tangible or intangible form, including in electronic mail or by other electronic communication.

“Laws” includes all federal, state, provincial, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by governmental authority.

“Material” means a unit of Documentation or software, whether created by NewEdge for Client as a custom application, un-modified commercial off the shelf software, or commercial off the shelf software modified by NewEdge at NewEdge’s election, purchased or licensed hereunder by Client from NewEdge or otherwise provided by or on behalf of NewEdge, including third party Material provided or furnished by NewEdge. “Material” shall be deemed to include any working or preliminary draft or revised draft whenever it shall be provided by NewEdge.

“Services” means anything that is not otherwise Material, including any labor or service, provided in connection with this Agreement or any Order under this Agreement.

“Specifications” means (a) NewEdge’s applicable specifications and detailed descriptions in whatever form such may be described in Appendix A – Statement of Work or any Order executed under this Agreement, and (b) Client’s requirements, requests, and descriptions specified in, or attached to, Appendix A – Statement of Work or any Order executed under this Agreement, which shall control over an inconsistency with Client’s specifications and descriptions wherever they may be stated except as expressly stated in this Agreement or any Order under this Agreement.

“Subcontractor” or “subcontractor” means any person or entity (including an agent) supplying labor or materials to perform any or all of either Party’s obligations under this Agreement or any Order under this Agreement, including any person or entity at any tier of subcontractors, and shall not be limited to those persons or entities with a direct relationship with such Party.

Article III. TERMS AND CONDITIONS

1.0 Delivery of Materials and Performance of Services

- 1.1 Delivery of Materials – NewEdge shall deliver Materials reasonably conforming to the Specifications provided in Appendix A – Statement of Work or any Order executed under this Agreement as provided in the section entitled Electronic Data Transmission and, as determined solely and exclusively in the discretion of NewEdge, such delivery of Materials shall constitute notice of completion (“Notice of Completion”) of the NewEdge promise of Materials.
- 1.2 Delivery of Services – NewEdge shall deliver Services reasonably conforming to the Specifications provided in Appendix A – Statement of Work and, as determined solely and exclusively in the discretion of NewEdge, such delivery of Services shall constitute Notice of Completion of NewEdge promise of Services.
- 1.3 Acceptance by Client – Client shall notify NewEdge in writing of non-acceptance of any such Materials or Services within 20 business days of receipt of Notice of Completion and, as determined solely and exclusively in the discretion of NewEdge, should any revisions, additions, conversions, or any other such adjustments be required, NewEdge in its sole and exclusive discretion shall deliver such Materials and Services within a time period determined by NewEdge as required to achieve reasonable compliance with the Specifications provided in Appendix A – Statement of Work. At such time as NewEdge determines the Materials and Services have achieved reasonable compliance with the Specifications provided in Appendix A – Statement of Work, NewEdge shall have no further obligation to provide to Client any revisions, additions, conversions, or any other such adjustments. At such time NewEdge shall be deemed to have completely fulfilled its obligations under the Agreement or any Order under this Agreement.

2.0 License Grant

- 2.1 Client is granted a limited, nonexclusive, non-transferable license to use and distribute NewEdge's Materials solely and exclusively for the purposes of the objectives stated in Appendix A – Statement of Work, provided Client performs its obligations as described in the Agreement, including without limitation payment of fees as provided in the Agreement. Except as provided in the Agreement, no other license or right shall be granted or implied. Client shall not transfer any license granted by this Agreement or any Order under this Agreement to another without prior express consent of NewEdge. Any use, except as granted in this Agreement, shall be at sole risk of Client without liability to NewEdge.
- 2.2 Should Client utilize NewEdge's Materials in whole or part for any purpose, except as provided in the Agreement, or expressly authorized by NewEdge in a signed writing, Client hereby expressly releases NewEdge from all claims and causes of action resulting from such use, and agrees to defend, indemnify, and hold harmless NewEdge from all costs and expenses related to said claims and causes by any third party. Client's duty under this provision shall not constitute a waiver of any of NewEdge's rights or remedies under this Agreement or any Order under this Agreement or elsewhere.

3.0 Invoicing and Payment

- 3.1 Invoice Contents – NewEdge shall render an invoice for Materials and Services delivered as provided in Appendix A – Statement of Work specifying in reasonable detail: [i] Materials and Services to which the invoice applies, [ii] total amount due for each such Materials and Services delivered, [iii] total amount due for the invoice, [iv] date on which invoice was submitted ("Invoice Date"), and [v] either the physical address or direct deposit account via electronic fund transfer (EFT) to which payments must be remitted.
- 3.2 Invoice Payment Deadline – Client must remit payment in full for each invoice submitted pursuant to the Agreement or any Order under this Agreement for Materials and Services delivered as provided in Appendix A – Statement of Work no later than 30 calendar days after the Invoice Date.
- a. Temporary Suspension of NewEdge Performance – Should Client fail to pay any invoice within 30 calendar days of the Invoice Date, NewEdge may at its sole and exclusive election, upon written notice to Client, suspend further work until all outstanding invoices are paid in full. Client expressly agrees to indemnify and hold NewEdge harmless from any claim or liability under the Agreement or any Order under this Agreement or otherwise which may result from such suspension.
 - b. Termination of the Agreement or any Order under this Agreement – Should Client fail to pay any invoice within 90 calendar days of the Invoice Date, NewEdge may at its sole and exclusive election, upon written notice to Client, terminate the Agreement. Upon such written notice of termination, Client shall pay in full all fees due under the Agreement or any Order under this Agreement without regard to what portion of the Materials and Services provided in Appendix A – Statement of Work were actually delivered by NewEdge. Client expressly agrees to indemnify and hold NewEdge harmless from any claim or liability under the Agreement or any Order under this Agreement or otherwise which may result from such suspension.
 - c. Deemed Valid Invoices – Each invoice will be deemed valid when received by Client and shall be timely paid as provided herein.
 - d. Unpaid Invoices and Collections – For any invoice not timely paid as provided in this provision, NewEdge may charge and Client agrees to pay interest on any such unpaid at the rate of one point five percent (1.5%) per month (18% APR) for past due payments or the maximum rate allowed by law, whichever is less. Invoices not paid by Client within 90 calendar days may, at the sole and exclusive election of NewEdge, be pursued by collections or legal action. Should NewEdge elect to pursue collections or legal action, Client

agrees to pay any reasonable fees incurred by NewEdge including without limitation collection agency fees, attorney fees and court costs in addition to amounts due under any invoice as provided in the Agreement.

- 3.3 Taxes Included in Invoice – Except as specifically noted on any invoice, all payment made by Client to NewEdge shall be deemed to include all taxes and other charges levied by any government agency on NewEdge relating to its services. Client is a tax exempt entity and shall provide evidence of same to NewEdge prior to receipt of the first invoice.

4.0 Personnel and Provision of Materials and Services

- 4.1 NewEdge Personnel – Personnel provided by NewEdge shall be considered solely the employees of NewEdge or its Subcontractors and not employees or agents of Client. NewEdge has and shall retain the right to exercise full control of and supervision over the creation of Materials and performance of the Services and full control over the employment, direction, assignment, compensation, and discharge of all personnel creating the Materials and performing the Services. NewEdge and its Subcontractors are and shall be solely responsible for all matters relating to compensation and benefits for all personnel provided by NewEdge.
- 4.2 Materials and Services Provided by Others – If any part of NewEdge Materials or Services is dependent upon work, information or other condition precedent Materials or Services by others under control of Client, then Client shall inspect to ensure such work, information or other condition precedent Materials or Services sufficiently fulfills the quality needed for NewEdge to create subsequent Materials and or perform subsequent Services. Each Party shall promptly report to the other Party any defect or other deficiency in work, information or other condition precedent materials or services by others under control of Client that renders such materials or services unsuitable for NewEdge's proper performance. In such case, the Parties shall work together to remedy such defects or deficiencies and NewEdge shall not be held in breach of any provision of the Agreement or any Order under this Agreement as a result of such defects or deficiencies.
- 4.3 Use of Subcontractors – NewEdge may, in its sole and exclusive discretion, use Subcontractors to create any portion of the Materials or perform any portion of the Services. NewEdge shall provide to Client, upon request, information about the Subcontractor including the identity, the location, and a complete description, of the activities to be performed by such Subcontractor. NewEdge shall remain responsible for the acts or omissions of its approved Subcontractors to the same extent as if such acts or omissions were performed by NewEdge.

5.0 Intellectual Property

- 5.1 Definitions – For purposes of this provision, the following terms govern:
- a. "Items" shall mean any or all inventions, discoveries, ideas, (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, specifications, texts, drawings, processes, data or other information or Documentation in preliminary or final form, and all Intellectual Property Rights in or to any of the foregoing.
 - b. "Excluded Materials" shall mean: [i] Client's Pre-Existing Materials; [ii] Client's Independently Developed Materials; and [iii] Client's Mere Reconfigurations.
 - c. "Client's Pre-Existing Materials" shall mean those Items owned by Client to the extent and in the form that they both existed prior to the date NewEdge began any work under this Agreement or any Order under this Agreement and were created without any use of any NewEdge Items. Client's Pre-Existing Materials shall not, however, include Paid-For Enhancements thereto.

- d. “Client’s Independently Developed Materials” shall mean those Items that have been developed by Client, or on Client’s behalf, both [i] without use of any NewEdge Items; and [ii] independently of any work performed under any Agreements between or among the Parties.
- e. “Client’s Mere Reconfigurations” means those specific reconfigurations of Client’s Pre-Existing Materials performed by NewEdge, or on NewEdge’s behalf, but only to the extent that such reconfiguration is an alteration to such Materials required to permit Client’s Materials to function as a precondition as described in Appendix A – Statement of Work. In no event shall Mere Reconfigurations include enhancements, modifications, or updates that are not contained in Client’s Pre-Existing Materials and that add any features, functionality, or capabilities.
- f. “Intellectual Property Rights” means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content, or other intellectual property rights, protected under the Laws of any governmental authority having jurisdiction.
- g. “Paid-For Development” means any and all Items to the extent produced or developed by or on behalf of Clients or its employees, agents, or direct or indirect contractors or suppliers (and whether completed or in-progress), or forming part of any Materials pursuant to this Agreement or any Order under this Agreement for the development of which NewEdge has been paid monies pursuant to this Agreement. Paid-For Development shall always exclude all Excluded Materials, but shall include (without limitation) any modifications, alterations or updates of any Excluded Materials that otherwise fall within the definition of Paid-For Development. NewEdge’s ownership of Paid-For Development shall, of course, be subject to Client’s underlying rights and ownership in Client’s Excluded Materials.
- h. “Provided Items” means Items created by or on behalf of NewEdge or directly or indirectly provided to Client (in any form, including, without limitation, verbally) by or on behalf of NewEdge.

5.2 Reservation of Rights – The Parties hereby acknowledge and agree that notwithstanding any other provision in the Agreement, NewEdge is not transferring or granting to Client any right, title, or interest in or to (or granting to Client any license or other permissions in or to) any or all: a) Items created by or on behalf of Client or directly or indirectly provided to Client (in any form, including, without limitation, verbally) by or on behalf of NewEdge; b) Paid For Development or c) Intellectual Property Rights, including, without limitation, any Intellectual Property Rights in or to any NewEdge Provided Items or Paid-For Development. The sole exceptions to the foregoing reservation of rights are that [1] NewEdge hereby grants Client such license as is described in Section 2.0 License Grant, [2] raw data collected [a] by client without NewEdge assistance or [b] by NewEdge for compensation on Client’s behalf, and [3] customized Crystal Reports’ reports created by NewEdge for compensation on Client’s behalf. In no way expanding the foregoing license, said license in no manner permits Client to (and Client hereby promises not to without the explicit prior written and signed consent of NewEdge) make use of any NewEdge Provided Items, Paid-For Development or Intellectual Property Rights either for the benefit of any third party or other than as agreed in a signed writing by NewEdge or expressly provided in the Agreement.

5.3 Client Acts and Obligations – Client shall promptly take or secure such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be reasonably requested by NewEdge to evidence, transfer, perfect, vest or confirm NewEdge’s right, title and interest in any Paid-For Development. Client shall, in all events and without the need of NewEdge’s request, secure all Intellectual Property Rights in any Paid-For Development (and any licenses specified above in any Excluded Materials) from each employee, agent, subcontractor or sub-supplier of Client who has or will have any rights in the Paid-For Development or Excluded Materials.

5.4 License Grant to Excluded Materials – If and to the extent that Client embeds any Excluded Materials in the Paid-For Development, Client hereby grants and promises to grant and have granted to NewEdge and its Affiliates a

royalty-free, nonexclusive, sublicensable, assignable, transferable, irrevocable, perpetual world-wide license, in and to the Excluded Materials and any applicable Intellectual Property Rights of Client to use, copy, modify, distribute, display, perform, import, make, sell, offer to sell, and exploit (and have others do any of the foregoing on or for NewEdge's or any of its Affiliates behalf or benefit) the Excluded Materials but only for purposes of creating the Materials and performing the Services as provided in this Agreement.

6.0 Compliance

- 6.1 Compliance With Laws – Both Parties shall comply with all Laws attendant upon this Agreement or any Order under this Agreement and Client utilization of the Materials and Services provided in Appendix A – Statement of Work. Client shall procure all approvals, bonds, certificates, insurance, inspections, licenses, and permits that such Laws require for the performance of NewEdge under this Agreement. Client shall create and maintain any necessary records, provide any certificate, affidavit or other information or documentation requested or as otherwise required by NewEdge (a) to show compliance by Client with Laws, (b) to comply or otherwise establish Client's compliance with Laws or (c) to allow NewEdge to timely respond to any complaints, filings, or other proceedings. Client shall, to the extent it becomes aware of any new or previously unknown Law or other such requirement which may affect NewEdge's performance under this Agreement, promptly inform NewEdge of such requirement and agrees to indemnify, defend, and hold harmless NewEdge to the extent such requirements are not promptly communicated by Client to NewEdge.

7.0 Warranties

- 7.1 General Warranties - Each Party to this Agreement represents and warrants that such party is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party further represents and warrants to the other that the execution and delivery of the Agreement or any Order under this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. Client further represents and warrants that: (a) all information provided to NewEdge is complete, accurate and correct and any additional time or expense incurred by NewEdge to reperform, revise or otherwise redo work performed by NewEdge on any incomplete, inaccurate or incorrect information provided by Client to NewEdge shall be solely at Client's expense.
- 7.2 Warranty of Execution - Each Party represents and warrants that the execution and performance of this Agreement or any Order under this Agreement does not violate any applicable law or other contract or obligation to which Client is a party or is otherwise bound.
- 7.3 Warranty of Quality - NewEdge's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. NewEdge makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.
- 7.4 Warranty Disclaimers – Notwithstanding any assurance of any type elsewhere in the Agreement, NewEdge does not guarantee any specific result from the Materials or Services provided under the Agreement or any Order under this Agreement or that Client will achieve any specific result or end as a result of the Materials or Services provided by NewEdge to Client. THE MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND NewEdge SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES AND THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. THIS

DISCLAIMER SHALL BE ENFORCED TO THE EXTENT PERMITTED BY LAW IN THOSE JURISDICTIONS THAT MAY LIMIT THE EXCLUSION OF IMPLIED WARRANTIES.

- 7.5 Unascertainable Conditions - NewEdge shall not be required to sign any documents, no matter by whom requested, that would result in NewEdge's having to certify, guaranty, or warrant the existence of conditions that NewEdge cannot independently ascertain with certainty.

8.0 Confidentiality

- 8.1 General Confidentiality - Both Parties agree that any Information either provides to the other shall be deemed confidential, and shall be the providing Party's property. The receiving Party shall use such Information for the sole purpose of providing the Materials and performing the Services under this Agreement or any Order under this Agreement and such Information shall not be used for any other purpose except as expressly permitted under this Agreement. Upon expiration or termination of this Agreement or any Order under this Agreement or upon the providing Party's request, receiving Party shall promptly (i) return all copies of such Information in written, graphic or other tangible form, or (ii) certify the destruction of all documents and other material in the possession, custody or control of receiving Party, its affiliates, employees, representatives, subcontractors or agents that bear or incorporate any part of providing Party's Information.
- 8.2 Confidentiality Waivers - Neither Party shall not have an obligation to the other with respect to Information which: (a) at the time of disclosure was already known to the other free of any obligation to keep it confidential (as evidenced by the other Party's written records prepared prior to such disclosure); (b) is or becomes publicly known through no wrongful act (such obligations ceasing at the time such Information becomes publicly known); (c) is lawfully received from a third party, free of any obligation to keep it confidential; (d) is independently developed by a third party or by the Party against whom an obligation to protect such Information is to be enforced, as evidenced by Party's written records, and wherein such development occurred without any direct or indirect use of or access to the Information received from the Party seeking to enforce such obligation; or (e) the providing Party consents in writing to be free of restriction.
- 8.3 Required Disclosures of Confidential Information
- a. Compelled Disclosures of Confidential Information - If either Party is required to provide or disclose Information to any court or government agency pursuant to a written court order, subpoena, regulatory demand, or process of law, such Party must, unless prohibited by applicable law, first provide the other Party with prompt written notice of such requirement and reasonably cooperate with the other Party should it seek reasonable protective arrangements for the production of such Information. Both Parties will take reasonable steps to limit any such provision of Information to the specific Information required by such court or agency, and continue to otherwise protect all Information disclosed in response to such order, subpoena, regulation, or process of law.
 - b. Limiting Disclosure of Confidential Information – Both Parties will limit the disclosure of Information to employees, representatives, subcontractors or agents with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have in writing either acknowledged a specific obligation to maintain the confidentiality of Information or agreed to protect and keep confidential all proprietary information to which they have access in the scope of their employment.

9.0 Limitation of Damages and Indemnity

- 9.1 Limitation of Type of Damages - In no event shall either Party be liable to the other or any third party for any consequential or incidental damages regardless of whether either Party or third party has been apprised of such damages, however caused, based on any theory of liability including without limitation breach of contract or tort.

- 9.2 Limitation of Amount of Damages - THE MAXIMUM LIABILITY OF NewEdge AND NewEdge's OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS, AFFILIATES AND SUBCONTRACTORS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT TO NewEdge PURSUANT TO THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL IN NO EVENT INCREASE NewEdge's TOTAL LIABILITY BEYOND THE TOTAL FEES PAID BY CLIENT TO NewEdge UNDER THE AGREEMENT AND IN NO EVENT SHALL ANY OF NewEdge's OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS, AFFILIATES OR SUBCONTRACTORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE MATERIALS AND SERVICES PROVIDED UNDER THE AGREEMENT.
- 9.3 NewEdge Reliance on Client Information - NewEdge shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, manufacturers, suppliers, publishers of technical standards, and information from public records, without the need for independent verification. To the extent such information appears to be incomplete or inaccurate, NewEdge shall in good faith advise client accordingly and Client shall promptly cooperate to resolve such inaccuracies or provide such information as need to provide NewEdge complete information. To the extent such inaccurate or incomplete information impedes or otherwise delays NewEdge's performance under this Agreement, Client agrees to indemnify, hold harmless, and defend NewEdge and its Affiliates, as well as their respective agents, distributors and subcontractors, individually or collectively, as the case may be, in accordance with this provision against any loss arising from, or in connection with, or resulting from, the Materials or Services furnished by NewEdge under this Agreement or any Order under this Agreement or acts or omissions with respect to this Agreement or any Order under this Agreement.
- 9.4 Client General Indemnity of NewEdge – To the extent allowed by law, Client agrees to indemnify, hold harmless and defend NewEdge, NewEdge's officers, directors, employees, agents, subcontractors and third-party suppliers or affiliates, at Client's expense, against any and all third-party claims, actions, proceedings, and suits brought against NewEdge or any of NewEdge's officers, directors, employees, agents, subcontractors, third-party suppliers or affiliates, and pay all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by NewEdge or any of NewEdge's officers, directors, employees, agents, subcontractors, third-party suppliers or affiliates, arising out of or relating to: (a) Client's breach of any term or condition of this Agreement; (b) Client's fraudulent, illegal or malicious use of the Materials or Services; (c) Client's violation of applicable Laws, rules or regulations in connection with the Materials or Services; (d) NewEdge's use of any content or information provided by Client to NewEdge; or (e) the disclosure of this Agreement. In such a case, NewEdge shall provide Client written or electronic notice of such claim, suit or action. Client shall cooperate as fully as reasonably required in the defense of any claim. NewEdge reserves the right, at NewEdge's own expense, to assume the exclusive defense and control of any matter subject to indemnification by Client.

10.0 Termination

10.1 Termination for Cause

- a. This Agreement or any Order under this Agreement may be terminated in part or whole by either Party for [1] failure to comply with the terms and conditions of the Agreement, or [2] as provided elsewhere in the Agreement.
- b. In such case as Client elects to terminate for alleged deficiency in Materials provided or Services performed or alleged failure of NewEdge to comply with the terms and conditions of the Agreement or any Order under this Agreement and such alleged failure relates directly to the quality or consistency of the performance by NewEdge under the Agreement, Client shall provide written notice to NewEdge thirty (30) days in advance of the date of proposed termination. On receipt of such notice, Client shall work with

NewEdge in good faith to allow NewEdge a reasonable time, exceeding such thirty (30) day period if reasonably necessary, to remedy such alleged deficiency or failure. If after such remedial effort, the alleged deficiency or failure, as determined by the Parties working together in good faith, has not been reasonably cured, the Agreement or any Order under this Agreement shall be deemed terminated.

- 10.2 Termination by Agreement – The Agreement or any Order under this Agreement may be terminated by a writing signed by both Parties. In such case, Client shall pay fees for work performed up to and including the date of agreed termination in compliance with the terms of the Agreement.
- 10.3 Temporary Suspension of Work – Should the Client desire to temporarily suspend work under this Agreement or any Order under this Agreement without terminating the Agreement or any Order under the Agreement, Client shall provide NewEdge thirty (30) days written notice of such suspension, the reasons for such suspension, and the proposed date on which work may recommence. Such temporarily suspended work may be resumed on a mutually agreed date but in no event shall NewEdge be required to agree to a date which unreasonably interferes with previous or anticipated commitments or scheduled events. In such case, Client shall pay fees for work performed up to and including the date of agreed suspension in compliance with the terms of the Agreement.

11.0 Miscellaneous Terms

11.1 Electronic Data Transmission

The Parties may exchange communications, documents, and other relevant Materials (“Data”) electronically, in place of tangible documents, and unless otherwise agreed in a signed writing, shall direct such Data to the respective contact listed in the Notices provision of this Agreement. The following additional conditions apply to any such exchanges:

- a. Statute of Frauds. All Data transmitted pursuant to this clause shall be deemed to be a “writing” or “in writing” for purposes of the Uniform Commercial Code. Any such Data containing or having affixed to it a Signature shall be deemed for all purposes to: (i) to have been “signed” and “executed,” and (ii) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.
- b. Method of Exchange. Data shall be exchanged by direct electronic or computer systems communication between NewEdge and Client or by indirect communications using a third-party service provider to translate, forward and/or store such Data. Each Party shall be responsible for the cost(s) and associated cost(s) of any such third-party service provider with which it contracts.

- 11.2 Independent Contractor - The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement or any Order under this Agreement shall be construed to (a) constitute Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (b) except to the extent expressly set forth in this Agreement, allow any Party hereto to create or assume any obligation on behalf of another Party hereto for any purpose whatsoever.

- 11.3 Cumulative Remedies - The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, by statute or otherwise, except in those cases where this Agreement or any Order under this Agreement specifies that a particular remedy is sole or exclusive, but neither Party may retain the benefit of inconsistent remedies. No single or partial exercise of any right or remedy with respect to one breach of this Agreement or any Order under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy with respect to the same or a different breach.

- 11.4 Assignment and Delegation - Neither Party may assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of the other Party, except as follows:
- a. Permitted Assignment of Rights or Delegation of Duties - Without securing the consent of the other, either Party may assign its rights, or delegate its duties, or both, in whole or in part: to any present or future Affiliate of assigning Party, to any lender providing financing to assigning Party, or to any third party that assumes the operation of or otherwise acquires any substantial portion of the business of assigning Party affected by this Agreement.
 - b. Delegation Permitted by this Agreement - NewEdge may subcontract its performance subject to the Section entitled "Use of Subcontractors."
 - c. Assignment of Right to Receive Money – Either Party may assign its right to receive money due hereunder, but any assignment of money is void to the extent (a) the assignor fails to give the non-assigning Party at least thirty (30) days prior notice, (b) the assignment purports to impose upon the non-assigning Party additional costs or obligations in addition to the payment of such money, or (c) the assignment purports to preclude non-assigning Party from dealing solely and directly with assigning Party in all matters pertaining to this Agreement.
 - d. Non-Compliant Assignment and Delegations are Void - Any assignment, delegation or transfer for which consent is required hereby and which is made without such consent given in writing is void.
- 11.5 Entire Agreement - This Agreement, including all appendices, exhibits, attachments and documents incorporated by reference, constitutes the final, complete, and exclusive expression of the Parties' agreement on the matters contained in this Agreement. The terms of this Agreement or any Order under this Agreement shall govern in lieu of all other pre-printed, standardized or other provisions that may otherwise appear in any other paper or electronic record of either Party. All prior written and oral negotiations and agreements, and all contemporaneous oral negotiations and agreements, between the Parties on the matters contained in this Agreement or any Order under this Agreement are expressly merged into and superseded by this Agreement or any Order under this Agreement. The Parties do not intend that the provisions of this Agreement or any Order under this Agreement be explained, supplemented, or qualified through evidence of trade usage or any prior course of dealings or any course of performance under any prior agreement. In entering into this Agreement or any Order under this Agreement, neither Party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other Party except for those expressly contained in this Agreement or any Order under this Agreement. There are no conditions precedent to the effectiveness of this Agreement or any Order under this Agreement other than any expressly stated in this Agreement or any Order under this Agreement.
- 11.6 Orders – Client may order Materials or Services by submitting Orders in connection with this Agreement that are substantially in the form of Appendix B – Order Form.
- 11.7 Force Majeure - If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under this provision.
- a. Definition of Force Majeure Event - For purposes of this agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other

change in general economic conditions, a change in law, ordinance, or other statutory or regulatory provision with which such Party must comply, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

- b. Force Majeure Event Notice Requirement - If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

11.8 Time Not of the Essence – Time is not of the essence.

- 11.9 Governing Law - This Agreement and all Orders under the Agreement shall be construed in accordance with the Laws of the state of Texas, without regard to principles of conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods. For purposes of applying its Uniform Commercial Code, the Materials and Services provided under this Agreement or any Order under this Agreement shall be deemed to be "goods."

11.10 Forum

Forum for Judicial Actions - Other than to the extent expressly set forth below in this provision, any legal action or proceeding arising out of or relating to this Agreement or the transactions it contemplates shall be brought only in Pottawatomie County, Oklahoma, and each Party consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such Judicial Action and waives any claim of forum non conveniens in connection therewith and objection to venue laid therein. Process in any such judicial action may be served on a Party anywhere in the world, whether within or without the State of Texas. The choice of forum above shall not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

11.11 Amendments and Waivers

- a. General Amendment - The Parties may not amend this Agreement or any Order under this Agreement except by a written agreement of the Parties that identifies itself as an amendment to this Agreement or any Order under this Agreement and is signed by both Parties.
- b. General Waivers of Rights - No waiver of any right or condition is effective unless given in writing and signed by the Party waiving such right or condition. No delay or omission by either Party to exercise any right or power it has under this Agreement or any Order under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach, condition or covenant shall not be construed to be a waiver of any succeeding breach or condition or of any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- c. Changes to Scope of Materials or Services - Changes to scope of the Materials or Services as described in this Agreement or any Order under this Agreement must be expressly stated and comply with the terms of this Agreement.

- 11.12 Severability - If any provision of this Agreement or any Order under this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions of this Agreement or any Order under this Agreement shall remain in full force to the extent both the economic and legal substance of the transactions contemplated by

this Agreement or any Order under this Agreement are not affected in any manner that is materially adverse to either Party by severing the provision determined to be invalid, illegal, or unenforceable.

11.13 Construction and Interpretation

- a. Joint Drafting and Understanding - This Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each Party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of its provisions. Accordingly, the drafting of this Agreement is not to be attributed to either Party.
- b. General Construction
 - (1) Headings contained in this Agreement or any Order under this Agreement are for reference purposes only and are not to affect the meaning or interpretation of this Agreement.
 - (2) The word "include" in every form means to include without limitation by virtue of enumeration and a derivative of a defined term shall have the meaning appropriate to the context of its use.
 - (3) References to content posted on any website referred to in this Agreement or any Order under this Agreement shall mean such content as it may be revised from time to time.
 - (4) Whenever this Agreement or any Order under this Agreement refers to a consent or approval to be given by either Party, such consent or approval is effective only if given in writing and signed by the Party giving approval or consent.
 - (5) The use of singular words includes the plural and vice versa.

11.14 Third Party Beneficiaries - Except as expressly set forth to the contrary in this Agreement, there are no third-party beneficiaries of this Agreement or any Order under this Agreement, and this Agreement or any Order under this Agreement shall not provide any third person or entity with any remedy, claim, liability, reimbursement, claim of action or other legal or equitable right in excess of those existing without reference to this Agreement. NewEdge's Materials and Services provided through this Agreement or any Order under this Agreement are solely for the benefit of the Client.

11.15 Survival of Obligations - Obligations and rights under this Agreement or any Order under this Agreement that by their nature would reasonably continue beyond the termination or expiration of this Agreement or any Order under this Agreement (including without limitation those in the Sections entitled "Intellectual Property," "Compliance," "Warranties," "Confidentiality," Limitation of Damages and Indemnity," and "Miscellaneous Terms") shall survive the termination or expiration of this Agreement or any Order under this Agreement.

11.16 Notices

- a. Each Party giving or making any notice, consent, request, demand, or other communication pursuant to this Agreement or any Order under this Agreement must give the notice in writing and use one of the following methods, each of which for purposes of this provision is a writing: by hand; certified mail (return receipt requested and postage prepaid); U.S. Postal Service overnight or priority mail; internationally recognized overnight courier (in either case with all fees prepaid); or email. Each Party giving a notice shall address the notice to the appropriate person (the "Addressee") at the receiving Party at the address listed below:
 - (1) **NewEdge:**
Laura Carr, Chief Operating Officer
9191 Kyser Way, Suite 103
Frisco, TX 75033

- (2) **CLIENT:**
Brad Schmidt, Public Works Director
16 West 9th
Shawnee, OK 74801
(405) 273-1960 – bradley.schmidt@shawneeok.org

- b. A notice is effective only if the Party giving notice has complied with the foregoing requirements of this Section and the Addressee has received the notice. A notice is deemed to have been received as follows:
- (1) If a notice is furnished by hand, on the date of delivery if delivered during business hours on a business day (otherwise on the next business day);
 - (2) If a notice is sent by certified mail, U.S. Postal Service overnight or priority mail, or internationally recognized overnight courier, upon the date of delivery as indicated by the receipt or other tracking record;
 - (3) If a notice is sent by e-mail, upon successful transmission to the recipient's email account, if such notice is sent in time to allow it to be accessible by the Addressee before the time allowed for giving such notice expires, and a confirmation copy is sent by one of the other methods.
 - (4) The addresses and telephone numbers to which notices may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

12.0 Transmission of Original Signatures and Executing Multiple Counterparts

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of original signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

City of Shawnee, Oklahoma	NewEdge Services, LLC
Signature	Signature
Andrea Weckmueller-Behringer	Laura Carr
City Manager	Chief Operating Officer
Date	Date

APPENDIX A – STATEMENT OF WORK

Order #1

Implementation Services for Cityworks Server AMS Software

1) Description of Materials and Services:

a) **Implementation of the Cityworks Server AMS Software for the City of Shawnee**

As an Authorized Business Partner of Azteca Systems, NewEdge Services will work with the City of Shawnee to implement Cityworks Server AMS for the following departments / divisions:

- Public Works Municipal Authority
 - Public Works Administration
 - Line Maintenance
 - Utility Billing / Customer Service
 - Water / Wastewater Treatment Plants
 - Street Maintenance
 - Traffic Operations (Signs/Signals/Markings)
 - Fleet Maintenance
 - Facilities Maintenance
- Parks and Recreation
- Emergency Management
- Storeroom for Warehouse Management

The methodology below is written as such that all meetings will be conducted on-site at the City of Shawnee offices. NewEdge understands that due to circumstances, such as COVID-19, these meetings may need to be conducted virtually via Teams or WebEx meetings. NewEdge staff is prepared to do this and will conduct the virtual meetings with cameras on to make connections with the City team.

If allowed on site by the City team, NewEdge staff will adhere to all rules established by the City such as social distancing, masks, etc.

Project Management Services:

NewEdge will communicate regularly with the City's project team and stakeholders. NewEdge conducts three milestone meetings and will conduct bi-weekly meetings with the project team. Should the NewEdge project manager determine that more communication is needed between the City and NewEdge teams, NewEdge will work with the City's project manager to coordinate weekly meetings. The NewEdge project manager will make available meeting minutes resulting from the bi-weekly meetings and milestone meetings.

Implementation Tasks:

Task 1 – Software Acquisition:

NewEdge understands the City will be hosting their Cityworks database and application in the Cityworks CWOL environment. Initial configurations of the Cityworks database, data migration and integration tasks will all be performed in a NewEdge hosted environment. Prior to go-live, NewEdge staff will work with CWOL staff to ensure the CWOL environment is configured and will provide CWOL staff a backup of the City's Cityworks database and application files for the CWOL environment. NewEdge will NOT be responsible for any configuration or application files once Cityworks is live in the CWOL environment.

The City will purchase the software directly from Azteca, Inc. Once the license file is received by the City this file will be emailed to the NewEdge project manager for configuration of the Cityworks application in the NewEdge Hosted Environment for the implementation project. Once the City is live, NewEdge will remove the training/configuration environment from our NewEdge servers.

The CWOL environment is upgraded and patched on a regular basis without consent of the City. All clients hosted in CWOL are in the same Cityworks version. NewEdge will not be responsible for breaks in the system due to modifications made by CWOL staff.

Task 2 – Pre-Kickoff Meeting and Kickoff Meetings

NewEdge kicks off all projects with a Pre-Kickoff Meeting. This meeting is conducted by the NewEdge sales staff and can be conducted on-site or virtually. Topics of the Pre-Kickoff include but are not limited to:

- Introduction of City and NewEdge Project Teams
- Review of Project Scope and Tasks
- Review of Project Schedule
- City expectations

NewEdge would encourage primary decision makers in the project to be a part of the pre-kickoff meeting.

Between the pre-kickoff and kickoff meetings, NewEdge will deliver to the City implementation spreadsheets. These spreadsheets are used for configuration and import of Service Requests, Work Orders, Inspections, Materials, Labor and Equipment. The three spreadsheets for Service Requests, Work Orders and Inspections will be pre-populated. The population is based on NewEdge experience implementing Cityworks. The City can choose to use the pre-populated spreadsheets, start from scratch or use the pre-populated as a guide. Each department/division will receive its own spreadsheet packet. Spreadsheets for materials, labor and equipment will be reviewed and discussed in the kickoff meeting sessions.

The Kickoff meeting is conducted approximately 1 month after the Pre-Kickoff Meeting. NewEdge will meet with all departments/divisions involved in the Cityworks implementation individually. This list includes:

- GIS/IT
- Public Works Municipal Authority
 - Public Works Administration
 - Line Maintenance
 - Utility Billing / Customer Service
 - Water / Wastewater Treatment Plants
 - Street Maintenance
 - Traffic Operations (Signs/Signals/Markings)
 - Fleet Maintenance
 - Facilities Maintenance
- Parks and Recreation
- Emergency Management
- Storeroom for Warehouse Management

Each division/department session will cover the following topics:

- Introduction Presentation
- Technical Review – Conducted with IT GIS, Department GIS and IT staff, NewEdge will review hardware and software versions and configurations of the GIS Database. NewEdge will discuss in-depth how the division/department utilizes technology at the City (IT, GIS, work order management, etc). When meeting with GIS, NewEdge will discuss how the City's GIS database is configured, Unique IDs, etc.
- Datasource Review – Review of existing data sources for work order activity and management

- Materials, Equipment and Labor Review – Review existing data sources for work activity costs. NewEdge will review the formats of these items and provide spreadsheets for the City to populate.
- Reporting Requirements – City will provide NewEdge sample reports and additional reporting requirements.
- Integration Review – Review of planned integrations, and discussion as to the timing and approach to such integrations in terms of overall sequencing/implementation.

NewEdge would encourage director, supervisor and crew chief level employees attend these sessions for their department/division.

Task Deliverables:

- 2 Hours for Pre-Kickoff Meeting
- Pre-Kickoff Meeting Materials – Powerpoint presentation, Deliverable Checklist
- Cityworks Implementation Spreadsheets for Service Requests, Work Orders, Inspections, Materials, Labor and Equipment
- Four days on-site for kickoff meeting sessions
- Summary documentation of the kickoff meeting sessions

City Responsibilities

- Work with NewEdge project manager to schedule kickoff meeting sessions and locations
- Acceptance of summary documentation

Task 3 – Cityworks Database Design and Configuration

The NewEdge team will use information collected from Task 2 and bi-weekly meetings to configure the Cityworks database in the NewEdge hosted environment. This task will include the configuration of:

Service Requests	Work Orders	Inspections
Problem Codes	Employee Lists	Cycle Work Orders/Inspections
Materials / Storeroom	Submit To/Dispatch To	Equipment
Custom Queries	Inboxes / Dashboards	Custom Reports
Work Activities/Templates	Inventory Asset – GIS Data	Inspection Types
Inspection Schedule	Crystal Reports	

This task is constant throughout the project duration. The Cityworks database will continuously evolve during reviews, milestone meetings, training and on-site support. The City will have access to the application, configured in the NewEdge Hosted environment. NewEdge will conduct regular reviews of the configurations with City staff.

The Cityworks application will be accessible via a browser on the user machines. During the kickoff meeting, the NewEdge project manager will work with the City to determine the City's choice for a web browser (Chrome, Firefox, Internet Explorer, etc)

The Cityworks application is available via 3 different platforms; Office, Respond and the Native Mobile App. During the kickoff meeting and subsequent meetings, NewEdge will discuss with each team and the project manager to determine the best option for the users. This could be different options for different users – for example, those working inside only and pulling reports may be in the Office mode, while field users would use Respond. NewEdge will document for the City's Project Manager users and the user mode of the application. Training for users will be conducted on the mode they are assigned.

Task Deliverables:

- Bi-weekly meetings conducted with City staff to review questions/spreadsheets/reports
- Test environment configured in the NewEdge Hosted environment with user logins generated for key City staff
- Regular reviews of configurations in the Cityworks application

City Responsibilities

- List of key City staff that will be “reviewers” of the Cityworks configurations/application
- Attendance of bi-weekly meetings

Task 4 – Workflow Assessment Meeting

NewEdge will perform Workflow Assessment meetings with each of the department/divisions being implemented. In the workflow meetings, NewEdge reviews current workflow and business processes in place at the City. The configured database and application from Task 2 and 3 will be reviewed and discussed. NewEdge will make recommendations on changes to workflow and procedures that align more closely with practices and procedures utilized by the Cityworks Server AMS software.

NewEdge staff will be able to make modifications immediately to the Cityworks database as reviews are conducted.

Task Deliverables:

- Four days on-site for workflow assessment sessions
- Business process mapping detailing current and recommended workflows and procedures
- Summary documentation of the workflow assessment meeting sessions

City Responsibilities

- Work with NewEdge project manager to schedule sessions and locations.
- Audio/Video capabilities at meeting locations to reach the Cityworks application for review during the meetings
- Acceptance of summary documentation

Task 5 – Cityworks Database Configuration Review

NewEdge will perform a database review of the Cityworks database configurations and application interface with City staff. NewEdge will meet with each department/division being implemented. The teams will review all aspects of the Cityworks application to verify workflow of service requests, work orders and inspections.

Task Deliverables:

- Four days on-site for database configuration review sessions
- Summary documentation of the configuration review sessions

City Responsibilities

- Work with NewEdge project manager to schedule sessions and locations.
- Audio/Video capabilities at meeting locations to reach the Cityworks application for review during the meetings
- Acceptance of summary documentation

Task 6 – Training / On-Site Support

Classroom Training:

NewEdge will conduct 3 levels of training for City staff:

- User Training (1 Day sessions) – Designed for system users who regularly interact with Cityworks

This training should include users who will enter service requests and work orders, perform inspections and will utilize Cityworks for reporting functions. The NewEdge project manager will work with the City's project manager and division/department supervisors to determine the number of sessions required for the City. NewEdge will have up to 3-4 staff on-site during training week.

Training will be conducted on devices being deployed upon go-live. It will be the responsibility of the City to provide the hardware (iPads, workstations, etc) and network connectivity to the training site on the NewEdge Cloud.

Users utilizing field devices such as iPads, Android tablets, etc should be trained on these devices prior to Cityworks user training. Users should know how to open and log-on to device, credentials to VPN connectivity (if necessary) and navigate to the Cityworks application site via short cuts.

- Designer Training (1/2 Day Session) – Targeted for system users who will maintain Cityworks configurations such as Material, Employee and Equipment lists. The City should have a representative from each division/department being implemented, a GIS staff member and IT staff member present at the Designer Training.
- Administrator Training (1/2 Day Session) – Targeted for “super users” of the Cityworks application. This class should be limited to 3-4 City staff. Topics will include GIS configuration of Cityworks, generation and maintenance of templates and Designer functions that cover all domains of the Cityworks application. Even though the Cityworks application will be hosted for the City, there are still administrative activities that the City will be responsible for.

NewEdge staff will provide cheat sheets to the Cityworks users. Help guides are embedded in the Cityworks application and will be explained and demonstrated during user training. All Cityworks documentation and user guides can be found on the mycityworks.com website. The City will have access to this site and can generate as many user logins as needed. These documents can be downloaded, printed and distributed as needed by City staff.

On-Site Support:

NewEdge staff will return after training week to conduct on-site support for Cityworks users. Essentially a soft go-live, NewEdge will bring 3-4 staff to work with all Cityworks users on an individual basis. NewEdge will work with users entering in daily activities and answer any user questions. NewEdge will also make any modifications to the Cityworks application / database during this week.

During on-site support week, NewEdge staff will offer user trainings for more specific functionality in the Cityworks software. They are topics not covered during the classroom training sessions. The NewEdge project manager and the City project manager will review the sessions and who should attend. Classes include:

- Supervisor Training (3 Hour Session) – Focus on searching and reporting functions of Cityworks. Users will be trained on how to use the Cityworks search engine, create Inboxes and Dashboards and how to create general reports.
- Equipment Change-Out (2 Hour Sessions) – For users who work with lift stations, pump stations/tanks, and traffic signs/signals. This training will cover the Equipment Change Out module of Cityworks for updating related assets. See Task 10 for details on related assets
- Redlining and GIS Edits (2 Hour Sessions) – During the kickoff meeting, the NewEdge project manager will discuss to what extent users in Cityworks will be allowed to modify GIS data (such as attributes of

pipes, locations, etc). This training will show users how to generate redline markups for GIS edits and how to use GIS tools in Cityworks for GIS edits.

- Wrap Up Session (2 Hour Session) – This session is held at the end of on-site support week. NewEdge staff will discuss support procedures for the go-live and address questions.

Number of specialized sessions will be determined by the NewEdge and City project managers.

Task Deliverables:

- 5 days on-site for Classroom Training
- 5 days on-site for On-Site Support
- Number of NewEdge resources will be determined by the City and NewEdge project manager but will include a minimum of three (3) resources with additional resource needs to be determined and available at no additional cost.
- NewEdge Cityworks Cheat Sheets

City Responsibilities

- Deployment, configuration, and training of field devices
- Training Facility with audio/video for user training and network connectivity for users
- Work with NewEdge project manager to establish training schedule for departments/divisions
- Establish location during on-site support week for NewEdge staff to work with Cityworks users.

Task 7 – Storeroom Implementation

The Cityworks license will include the Storeroom module for warehouse management. The module will directly link warehouse inventory and non-inventory to Cityworks work orders while also allowing warehouse managers to monitor inventory stock numbers, issues of material to employees or accounts and receive material.

NewEdge will implement the Storeroom module in tandem with implementation tasks 1 – 6 listed above. During all milestone meetings, NewEdge will conduct sessions with warehouse staff to understand how material is currently monitored and issued.

NewEdge and City staff may choose to utilize the inventory data from the WORCS database for items such as inventory names, stock numbers, stock on hand, cost, etc. The City will need to provide NewEdge an export of this data either in SQL backup form, excel or csv file. City and warehouse staff may have other forms of data sources for inventory such as excel files. NewEdge will collect these sources during the kickoff and workflow assessment meetings.

Task Deliverables:

- Session during the kickoff meetings and supporting documentation
- Session during the workflow assessment meetings with workflow and business process diagrams
- Session during database review meetings and supporting documentation
- 1 Day Storeroom Training session for warehouse staff
- NewEdge staff member present in the warehouse during on-site support week.
- NewEdge cheat sheets on the Storeroom module.

City Responsibilities

- Purchased Cityworks license will include the Storeroom Module
- Hardware for warehouse staff to access the storeroom module
- Internet connectivity in the warehouse for users to access the storeroom module
- Backup files of inventory data sources.

Task 8 – Data Migration Services – InCode Data for Work Orders and Manager Plus Data for Fleet

NewEdge staff will migrate the existing service requests and work orders from the currently used InCode and Manager Plus software to the Cityworks database. NewEdge staff will provide City staff spreadsheets of the default fields that are needed in the Cityworks database. NewEdge staff, with City staff assistance, will map the fields from the legacy systems to the fields in the spreadsheets. NewEdge will review the spreadsheets and requirements at the milestone meetings. The City can add more fields of information to the spreadsheet and NewEdge will work with City staff on the mapping from the legacy database to the Cityworks database. Below are the sub-tasks for performing the migration of data from both systems to Cityworks.

Once the City is live and the Cityworks application is in the CWOL environment, no changes can be made to the data migration task and no additional imports can be made.

Sub-Task 1 – Prior to Project Kickoff Meeting

The City will provide NewEdge a full backup or digital file of the system databases for review. NewEdge will provide import spreadsheets for the purpose of mapping data fields and will review during the data migration session of the kickoff meetings.

Sub-Task 2 – Kickoff Meetings

NewEdge will conduct specific sessions with departments/divisions being implemented to review the data migration spreadsheets and plan.

Sub-Task 3 – Migration Review

NewEdge will import a sample of the historical records using the provided backups and field mapping spreadsheets. This will be performed in the test environment in the NewEdge hosted environment. The City will determine a group of users (5-10) to perform the review. NewEdge will spend a ½ day on site with the review group to teach them how to use Cityworks for the purpose of the migration review.

The City will have two weeks to sign off and make changes to the import process from the training date. If modifications need to be made the City and NewEdge project managers will review the spreadsheets and import procedures and conduct another import of the test data. The City will have another 2 weeks for the review and sign off. Once the import test data is approved, further modifications to the import spreadsheets or procedures will result in a Change/Task Order being added to the contract.

Sub-Task 4 – Migration of Data to Cityworks Production Environment

The NewEdge project manager will work with the City project manager to establish a cut-off date for entry into the historical systems. On this date the City will be responsible for providing NewEdge a digital copy or SQL backup file of the system databases. NewEdge will run the import scripts using the field mapping spreadsheets and procedures signed off in Sub-Task 3.

Additional data entered the historical systems after the cut-off date will need to be either entered manually by City staff or change order applied to perform another import of the data.

Task Deliverables:

- Scheduled migration review meetings during milestone meetings
- Data migration field mapping spreadsheets
- Import procedures
- ½ Day training session for review group
- Import of test data into training environment

- Import of migration data into production environment

City Responsibilities

- Digital file of the InCode and Manage Plus work order databases preferably a SQL Backup, Excel, csv file, etc.
- Population of field mapping spreadsheets
- Sign off on review of migration import.

Task 9 – GIS Configuration Services / Development of the GIS Related Asset Inventory

NewEdge will build related asset inventories for the following assets:

- Lift Stations
- Treatment Plants
- Traffic Signs
- Traffic Signals
- Fleet Assets
- Facilities

Related assets are equipment, rooms, signs, etc that a user cannot see on a map. They are in a building or stacked on an asset you can see on the map.

NewEdge will provide each division/department with schemas of the related asset tables and attributes. During the kickoff meetings, NewEdge will review the schema with both GIS and division personnel. The City will be responsible for populating the spreadsheets. NewEdge will import the spreadsheets into the GIS database as relationship classes and related tables.

Task Deliverables:

- Scheduled GIS configuration sessions during milestone meetings
- Schema spreadsheets for related assets
- Import of relationship classes and related tables into the GIS database

City Responsibilities

- Population of schema spreadsheets with related assets
- Development of Feature Services in the Enterprise Esri environment (AGOL or Portal)

Task 10 – In-House Service Request Page for Fleet and Facilities

The In-House Service Request Page utilizes the Cityworks Service Request API and allows internal users to request services for Fleet and Facilities without having to log-in to the Cityworks application. The page allows users to enter the Request Type, Location, Requester Information and Comments. This will generate a Service Request in Cityworks that once created will fall into the normal workflow process in Cityworks for Fleet and Facilities.

Task Deliverables:

- User interface for facilities requests

City Responsibilities

- Deployment of interface such as on City website or pushed to user workstations
- Cityworks Service Request API (included with Premium Cityworks licensing)

Task 11 – Crystal Reports Training and Services

NewEdge will conduct a 1-day Crystal Reports Training. The City will determine staff who will be trained on how to generate custom report templates, and will coordinate/schedule the timing of training, which is planned to occur after go-live. Topics in the class include:

- Cityworks search engine for custom queries
- Generating on-the-fly reports
- Using Crystal Reports to generate custom report templates
- How to use Crystal Report templates in the Cityworks application

Crystal training generally takes place 3 – 4 months after the City is live with Cityworks.

NewEdge understands that the City's CWOL Premium package includes a sandbox / training environment. NewEdge will conduct training in this environment. It will be the City's responsibility to coordinate with CWOL staff to get a Cityworks database backup into the sandbox environment.

Task Deliverables:

- 1-day Crystal Reports training

City Responsibilities

- Purchase of Crystal Report license(s) (purchased through SAP)
- Users attending training should have access to the CWOL Sandbox environment
- Request a copy of the production CWOL database be put into the Sandbox environment.

Task 12 – Cityworks Refresher Training

NewEdge offers on-site Cityworks Server AMS Refresher Training. The training agenda can be modified as the client sees fit to included but not limited to:

- General Cityworks usage – for new employees, etc.
- Specific Topics – Using the search engine, Inboxes, Dashboards, etc
- Administrator / Designer refresher training

The price for this contract is a 3-day refresher training. NewEdge staff will work with the client to identify areas of focus and the best use of the training.

Refresher training generally takes place 6-8 months after the City is live with Cityworks, however the City may use the refresher training hours at its discretion, including in closer proximity to the go-live date.

NewEdge understands that the City's CWOL Premium package includes a sandbox / training environment. NewEdge will conduct training in this environment. It will be the City's responsibility to coordinate with CWOL staff to get a Cityworks database backup into the sandbox environment.

Task Deliverables:

- 3 days of NewEdge Cityworks Training

City Responsibilities

- Users attending training should have access to the CWOL Sandbox environment
- Request a copy of the production CWOL database be put into the Sandbox environment.

Project Assumptions

- The City will provide the following resources to the NewEdge team:
 - Project Manager – serves as point of contact for the NewEdge project manager for scheduling meetings, ensuring data is delivered to the NewEdge team, coordinating schedules on the City side for training, etc.
 - GIS Resource – the GIS Resource will be the NewEdge Project Manager's resource for all GIS questions/needs.

- IT Resource – the IT Resource will be the NewEdge Project Manager’s contact for network, field deployment accessibility, application sign on, etc.
- The City will provide all hardware for users both field and in the office
- The City will maintain a Premium ELA of the Cityworks software with Azteca, Inc.
- The City is responsible for all Esri software licensing
- NewEdge is not responsible for the collection of any GIS assets
- The City will be responsible for the purchase of the Crystal Reports software and will be purchased under a separate PO and contract with SAP for the software.
- NewEdge will continue to support the City for 2 months after the last invoice is submitted on the implementation task. Due to production being in the CWOL environment, NewEdge can only support modifications and changes that can be made through the Designer module of Cityworks. No changes can be made that requires NewEdge to be directly on the SQL database.

2) **Schedule**

The estimated timeframe for completing all tasks in Order #1 is 6 to 8 months. Tasks outlined in other Orders included in this MSA may increase the timeline of the go live.

3) **Pricing / Payment Schedule**

Total cost for all tasks listed in Order #1 – Implementation Services for Cityworks Server AMS: \$137,940.00

Task Name / Description	Pricing
Cityworks Server AMS Implementation Services	\$98,000.00
Cityworks Storeroom Implementation Services	\$10,080.00
GIS Configuration Services	\$12,500.00
Import of Legacy Data (InCode and Managers Plus Databases)	\$9,380.00
Crystal Report Training	\$1,120.00
Refresher Training	\$3,360.00
In-House Service Request Page for Fleet and Facilities	\$3,500.00
Total Implementation Services Cost:	\$137,940.00

Payment Schedule:

Milestone Completed	Cost
Pre-Kickoff Meeting (10% of Task Totals) • AMS Implementation Services (\$9,800.00) • Storeroom Implementation (\$1,008.00) • GIS Configuration Services (\$1,250.00) • Import of Legacy Data (\$938.00)	\$12,996.00
Kickoff Meetings (33% of Task Totals) • AMS Implementation Services (\$22,540.00) • Storeroom Implementation (\$2,318.40) • GIS Configuration Services (\$2,875.00) • Import of Legacy Data (\$2,157.40)	\$29,890.80

Workflow Assessment (66 % of Task Totals) - AMS Implementation Services (\$32,340.00) - Storeroom Implementation (\$3,326.40) - GIS Configuration Services (\$4,125.00) - Import of Legacy Data (\$3,095.40)	\$42,886.80
Database Review (75% of Task Totals) - AMS Implementation Services (\$8,820.00) - Storeroom Implementation (\$907.20) - GIS Configuration Services (\$1,125.00) - Import of Legacy Data (\$844.20)	\$11,696.40
Training / On-Site Support (90% of Task Totals) - AMS Implementation Services (\$14,700.00) - Storeroom Implementation (\$1,512.00) - GIS Configuration Services (\$1,875.00) - Import of Legacy Data (\$1,407.00) - In-House Service Request Page (\$3,500.00)	\$22,994.00
Final Acceptance Invoice (100% of Task Totals) - AMS Implementation Services (\$9,800.00) - Storeroom Implementation (\$1,008.00) - GIS Configuration Services (\$1,250.00) - Import of Legacy Data (\$938.00)	\$12,996.00
Crystal Reports Training – Conducted After Go-Live	\$1,120.00
Refresher Training – Conducted After Go-Live	\$3,360.00
Total	\$137,940.00

4) **Invoices/Billing Information:**

Invoices and billing information are to be sent to Client at:

****Need contact info**

5) **Project Manager/Point of Contact:**

The Client project manager and/or point of contact shall be:

****Need project manager info**

Third Party Integration Services for the Cityworks Application

1) Description of Materials and Services:

Goal / Purpose of Integrations:

The goal of integration services between Cityworks and third-party applications is to eliminate the manual or paper processes that occur when a trigger or work process occurs in one application and requires action to be taken in another application. Example being calls coming into a Utility Billing software for customer issues, but the work is documented in a work order management system such as Cityworks.

Integrations with Cityworks, where possible, will use the Cityworks APIs and WebHooks included with the City's Premium ELA license. NewEdge will not directly modify a third-party database using scripts or triggers. If an integration must be performed without third party APIs then a staging spreadsheet will be used in lieu of a third-party API. The City or third-party vendor will be responsible for the push/pull of information into the third-party application/database either by APIs or scripts using the staging spreadsheet.

NewEdge understands the City has chosen for production Cityworks to reside in the CWOL hosted environment. In this environment NewEdge has no access to the SQL Server database or servers. NewEdge does have access to all Cityworks APIs. However, coding and testing of the integration does require viewing the SQL tables of Cityworks. The integration will need to be worked on, tested and accepted in the NewEdge hosted environment prior to the go-live of Cityworks.

Once the integration is live, CWOL staff will not support the integration. If issues should arise, City staff will need to contact NewEdge staff who will try to troubleshoot the integration through the CWOL environment, but will more than likely need to set up an environment in the NewEdge hosted cloud and request from CWOL staff a backup of the production Cityworks database. Because of the CWOL scenario, one year of maintenance will be billed upon go-live of the integration.

NewEdge will not be responsible for any issues that occur from changes made on the CWOL environment such as application or server upgrades or changes made through the Designer module by CWOL or City staff.

Methodology:

- Discuss high-level requirements during the kickoff meetings and begin discussions with the City on third party software and/or services required
- Collect specific data requirements during the workflow assessment meetings. This will identify what data needs to be transferred from one system to another, how/when data is transferred, what are triggers for data transfer and requirements for one-way or two-way transfer
- NewEdge staff will code Cityworks APIs in the NewEdge hosted environment, initially in the City's hosted test environment and then moved to the hosted production environment. City staff or third party developers will have access to the test environments and Cityworks APIs.
- Installation and testing of the integration services and APIs
- Installation of the integration services and APIs in the production environments.

Acceptance:

NewEdge shall implement the integration and upon completion of implementation notify the City that the integration has been implemented and is in good working order and ready for acceptance testing by the City in the

hosted test environment.

Testing plan in the NewEdge hosted environment will be as follows:

1. For a period of thirty (30) days after the completion of integration, the City's personnel shall begin to conduct acceptance testing which shall consist of:
 - a. Testing of integration for accuracy
2. If the City's acceptance testing discloses operational deficiencies in the integration, the City shall prepare in writing a detailed list of all such deficiencies. During the thirty (30) day acceptance testing period, but not more five (5) working days after the conclusion of the first acceptance test(s) run by the City, the City shall forward to NewEdge the detailed list of all deficiencies found in the integration.
3. NewEdge shall have 30 days, after receipt of the detailed list of deficiencies, to correct all such deficiencies and notify the City that all deficiencies have been corrected.
4. City shall begin retesting in the same manner and within the same time frames described above.
5. If at the completion of the acceptance testing the integration does not meet performance standards, the City at its sole option may elect one of the following:
 - a. Accept the integration
 - b. Require further correction of deficiencies and further acceptance testing in accordance with this plan but not to exceed 10 days
 - c. Require that Vendor replace any defective or nonconforming components of the integration
 - d. Elect to terminate this Order under the terms defined in the Contract.

The City has elected to include the following integrations in this Order.

a) **Two-Way Integration with InCode Utility Billing software and Cityworks**

The InCode system is what the City utilizes for Utility Billing. This integration will eliminate the manual process of issues being reported through InCode from Utility Billing / Customer Service and work being documented in Cityworks. Dual entry and manual processes such as email and paper documents will be removed and the process will streamline the workflow.

The integration would include the following points:

- Customer calls initiated in InCode would generate service requests for meter field crews in Cityworks
- When work is complete in Cityworks, information will be pushed back to the InCode requests and either show ready for review or close the ticket.

Schedule

It is anticipated that this integration will go-live with the Cityworks go-live.

Task Deliverables:

- Requirements Meeting / Documentation
- Web Service to run the Cityworks APIs
- Windows Service
- Tables in the Cityworks database for storing data (if required)
- Trigger on the Cityworks database (used if requirement is for instantaneous push/pull of data)
- Program for cleanup should issues occur (can also run as a scheduled task)

City Responsibilities

- Test environment of the InCode software. Cityworks test environment will be in the NewEdge hosted environment
- Required Cityworks APIs for integration (included in Premium ELA)

- InCode APIs and documentation

2) **Pricing / Payment Schedule**

Task Name / Description	Pricing
Bi-Directional Integration with InCode Utility Billing Software	\$31,070.00 \$2,000.00 Yearly Maintenance

Payment Schedule for Integrations:

The milestones for integrations differ from milestones for Cityworks implementation and the development and go-live of integrations can differ from the Cityworks implementation schedule. The invoicing and go-lives for each integration can differ as well based on requirements, development, acquisition of APIs of the third-party and the go-live schedule. Because of the CWOL scenario, one year of maintenance will be billed upon go-live of the integration.

Milestone Completed	Cost
Kickoff / Requirements Meeting (33% of Integration Cost)	\$10,253.10
Testing / Acceptance of Integration (66% of Integration Cost)	\$10,253.10
Install on Production / Go-live (100% of Integration Cost) + 1 Year of Maintenance	\$12,563.80
Yearly Maintenance	\$2,000.00

3) **Invoices/Billing Information:**

Invoices and billing information are to be sent to Client at:

****Need contact info**

4) **Project Manager/Point of Contact:**

The Client project manager and/or point of contact shall be:

****Need contact info**

Statement of Work for NewEdge Unique ID Tool

1) **Description of Materials and Services:**

a) **Installation and Configuration of the NewEdge Unique ID Tool**

Designed to work seamlessly with the City's on-prem GIS database, the NewEdge Unique ID Tool generates custom unique IDs for GIS features with the following highlights:

- Allows for multiple ID formats in the same attribute tables. Legacy IDs remain active
- Globally unique IDs across the GIS database
- Saves configurations for easy modification
- Auto assigns IDs eliminating user error and/or duplicate IDs generated through a manual ID process
- Batch ID generation functions – for use with new or imported datasets

The tool will only work with on-premise GIS edits and changes. Changes made through AGOL, Portal or Cityworks CWOL will need to be manually updated or updated through the UID batch processing tool.

NewEdge staff will work with the City's GIS staff to install, configure, and test the UID tool.

Task Deliverables:

- Installation of tool on City's GIS servers
- Training on how to maintain and configure the tool
- Continued support
- Version updates

City Responsibilities

- Work with NewEdge staff on ID formatting

2) **Schedule**

NewEdge will work with the City's GIS staff to determine a schedule for installing and testing the Unique ID tool. The tool must be installed and configured prior to the go-live of the Cityworks Server AMS application.

3) **Pricing / Payment Schedule**

NewEdge will provide continued maintenance and support for one year from the tool being live on the City's production environment. Following the initial year, for continued use of the tool and to continue to receive maintenance and support, the City will pay an annual maintenance fee.

Task Name / Description	Pricing
Installation, Configuration and 1 Year of Support	\$2,500.00
Annual Maintenance Fee	\$625.00

4) **Invoices/Billing Information:**

Invoices and billing information are to be sent to Client at:

****Need contact info**

5) **Project Manager/Point of Contact:**

The Client project manager and/or point of contact shall be:

****Need contact info**

Regular Board of Commissioners

6.

Meeting Date: 11/01/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution for the selection of City of Shawnee Bridge Inspectors for the Oklahoma Department of Transportation Bridge Inspection Program.

Attachments

Resolution

RESOLUTION NO. _____

CONCERNING BRIDGE INSPECTION RESPONSIBILITY BY LOCAL GOVERNMENT
FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS

Bridge Inspection Contracts for April 1, 2022 to March 31, 2024

WHEREAS, the City of Shawnee has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of Shawnee has the following options:

- (1) Select one of Oklahoma Department of Transportation's (ODOT) prequalified engineering firms.
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).
- (3) Use the same consultant as Pottawatomie County.
- (4) Let ODOT make your selection.

Therefore, BE IT RESOLVED, by the City of Shawnee, that it is their desire to select option Number 3 and to contract with:

Name: Circuit Engineering District No. 4
Address: 40002 Benson Park Road, Shawnee, Oklahoma 74801

as the engineer responsible for City bridge inspections as approved by the Oklahoma Department of Transportation.

PASSED and approved this _____ day of _____, 2021.

Ed Bolt, Mayor

ATTEST:
(Seal)

Lisa Lasyone, CMC, City Clerk

Regular Board of Commissioners

7.

Meeting Date: 11/01/2021

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 17000 Magnino Road from A-1 (Rural Agricultural District) with a zoning overlay of LPZ (Lake Protection Zone) to A-1 (Rural Agricultural District) with a zoning overlay of LPZ (Lake Protection Zone) with a CUP (Conditional Use Permit) for an ADU (Accessory Dwelling Unit). Case No. CUP04-21, Applicant: Jose and Jennifer Massey and Sandy Mutz. (*Application withdrawn by Applicant.*)

Attachments

Memo

MEMORANDUM

DATE: October 27, 2021

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Recommendation from Planning Commission

NOTE: Applicant withdrew Application prior to Planning Commission Meeting – No Action Required

=====

CASE: CUP04-21

APPLICANT: Massey and Mutz families

ADDRESS: 17000 Magnino Road

LEGAL DESCRIPTION: Lot Magnino A, Tract Shawnee Twin Lakes 1

CURRENT ZONING: A-1 (Rural Agricultural District) with overlay LPZ (Lake Protection Zone)

ACTION REQUESTED: Conditional Use Permit (CUP) to construct an Accessory Dwelling Unit (ADU) on property

STAFF RECOMMENDATION: Approval

=====

PLANNING COMMISSION MEETING DATE: October 13, 2021

PC RECOMMENDATION: n/a

CONDITIONS: n/a

VOTE: X -- X -- X **MEMBERS PRESENT:** X

Members	Motion	2nd	Aye	Nay	Abstain	Comments
WALKER						
LOFTIS-WALTON						
JOHNSON						
DEEM (CHAIR)						
LESTER						
ENGLES						
ROWELL						