

AGENDA

Call Council Meeting to Order

Additions to the Agenda

Citizen Comments

Consent Agenda

1. Approve Minutes for Regular Meeting on 04-19-2016.
2. Approve Appropriation Ordinance #05-03-2016 in the amount of: \$84,739.65.
*General Fund-\$9,292.65; Solid Waste Collection-\$19,246.43; Sewer Utility-\$403.71;
Water & Light-\$61,655.86; Equipment Reserve-\$4,141.00.*
3. Hiring of Returning Lifeguards: Katrena Brown, Kerisa Brown, Kourtney Brown, Alyson Smith, Quincy Smith, Cole Kinnamon at \$8.25 per hour effective May 3, 2015 thru September 5, 2016.
4. Hiring New Lifeguards: Preston Miller, Jackie Rios, Melissa Williamson, and Shayla Garcia at \$7.25 per hour and Kate Graber as Assistant Pool Manager at \$8.50 per hour effective upon completion of certification thru September 5, 2016.
5. Hiring of Gerardo Calleros for Seasonal employee effective May 3rd, 2016.

Police Department

1. Report

Fire Department

1. Report

Administration-City Clerk

1. Municipal Court Software
2. Cereal Malt Beverage License for Beer Garden
3. Report

Administration-Superintendent

1. GIS presentation
2. Sidewalk Contract Bid

City Attorney

1. Public Hearing on 213 S Broadway & 302 N Hoole
2. Scheduling visit to Hometown Market

Old Business

1. Report

New Business

1. Grocery Store Committee
2. Grant Manger
3. Commercial Electricity Rate

LaDona

From: Juliann Owens <sjmayorowens@gmail.com>
Sent: Monday, April 25, 2016 8:21 AM
To: LaDona Garcia
Subject: Fwd: Beer Garden

Please include in the packet for next week.

----- Forwarded message -----

From: Memmen <memmen@gbta.net>
Date: Sun, Apr 24, 2016 at 11:27 PM
Subject: Beer Garden
To: sjmayorowens@gmail.com

Thousands of lives have been destroyed as a result of alcohol related offenses that all started with a "beer" and you people still want to have a "beer" garden. It's your own beliefs that are the real moral turpitude and you deserve what ever becomes of it for all your bigotry involved really - In short you don't want people who have problems being a part of what causes the problem - "beer" !

I moved to SJ from Peoria Arizona in 2009 when I purchased my home here. Peoria AZ is a dry city - no liquor stores and certainly nothing as profoundly stupid as a Beer Garden allowed either - Along with some of the best schools in the county Peoria was and still is a very nice town - We don't even have a god damm grocery store anymore but we still got "beer" You can drink yourselves to oblivion for all I care ! your a bunch of idiots.

I worked in Porterville for a nut and grain company years ago just as stupid with air freight that got bought out by a better company and turned down a Century 21 \$70,000 dump foreclosure there, then paid cash for my home here. I am a So Cal native of 45 years and I am currently dual residency with SJ and Long Beach Ca.. Love the west coast climate and some of the best places to eat. I've been thru 47 states and 6 countries - but So Cal is still an amazing place and my fav because I was born and grew up there.

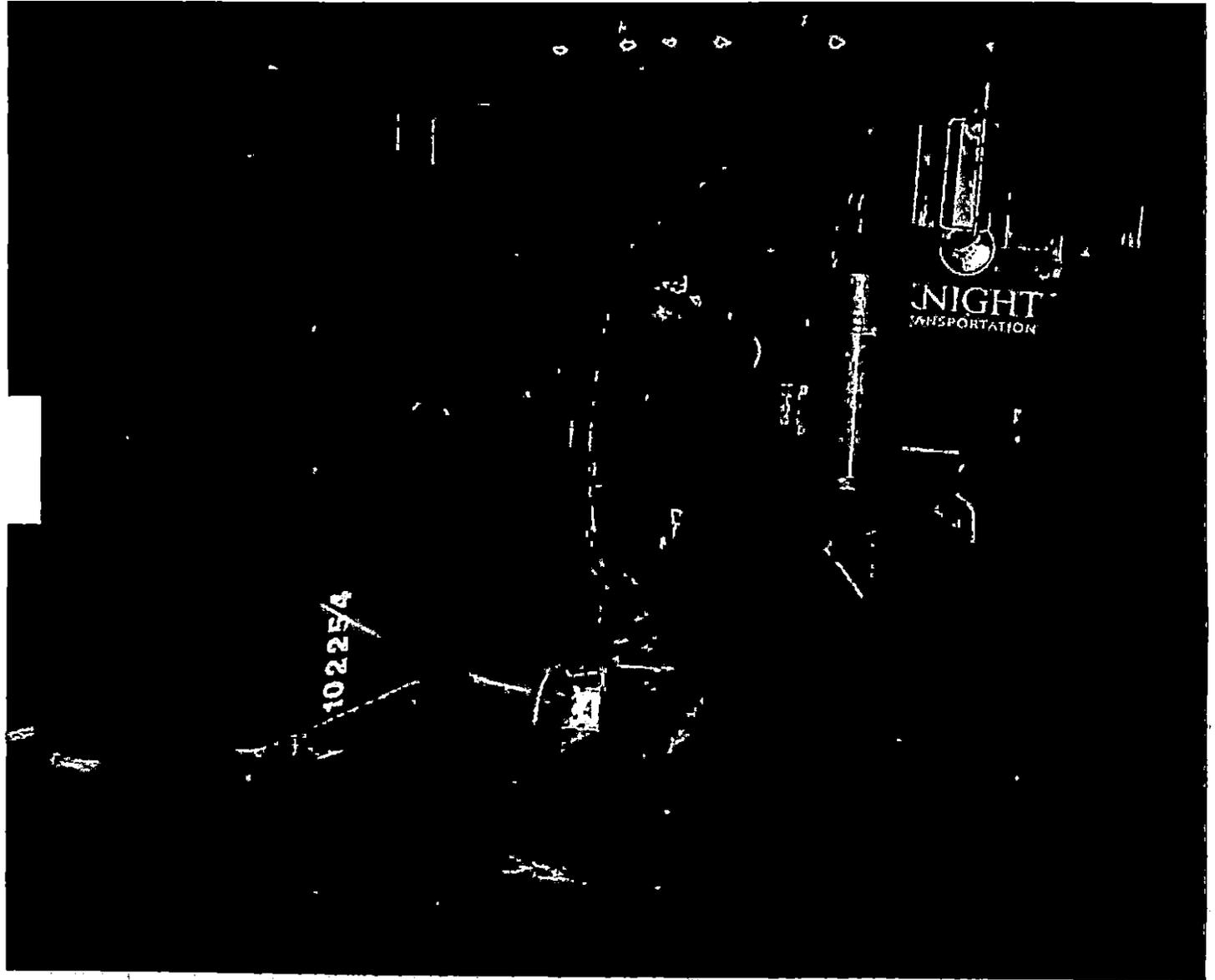
But you can have Bakersfield - my most memorable experience in that part of the state was in Tulare Calif 2007 on a Friday night when a drunk Mexican plowed into the 379 Pete I was driving head on - I walked from it - he died from it and I saw the horror in his face as he was loosing control of the car - he knew it was coming - I got pics of the truck all smashed up to this day - I wasn't allowed to take pics of him or his car and spent 4 hours at the scene of the fatality before being allowed to leave. All that and it all starts with a fucking "beer". I quit drinking alcohol completely 13 years ago and have nothing against people who drink. What I hate is when people promote it celebrate it and use it as an excuse just to get all liquored up and thats all a beer garden really adds up too. I've

vacationed in Germany, they don't show up in a pick up truck - they ride bicycles all over the place - then drink the beer!

If getting drunk is supposed to be a part of growing up then take it to the school district and keep it away from the street (including parking lots) or just drive thru Peoria Az sometime and see how nice a city can be without it altogether.

Regards

Memmen



Driving this Peterbuilt 379 on a friday night

--
Juliann M. Owens

CALL TO ORDER

Mayor Juliann M Owens opened the regular meeting of the St John City Council to order on Tuesday, April 19, 2016 at 7:00 pm.
Sister Catherine Therese opened the meeting with prayer.

ATTENDANCE

Mayor Juliann M Owens and council members Shari Williamson, Marshal Sanders, Mark Bryant, and Troy Hanson were present. Bobby Stimatze arrived at 7:11 pm.

Staff members present were LaDona S Garcia, City Clerk; Cory Tagtow, City Superintendent; Adam Sayler, Chief of Police; and John D Beverlin II, City Attorney.

Meeting was filmed by Carol Riegel from the Sandyland Shepherd Center and was covered by Terry Spradley with St. John News.

Citizens present were Mary Pat Haddican, Kurt Fairchild, Stephanie Smith, Christy Garcia, Marsena Irvine, Marla Irvine, and Miranda Gardner.

ADDITIONS TO THE AGENDA – NO ADDITIONS

Mark Bryant moved to approve the current agenda with no additions. Seconded by Shari Williamson. No Discussion. Motion Carried 4-0

CITIZEN COMMENT-

Public comments were heard and an address.

CONSENT AGENDA

Mark Bryant moved to approve the consent agenda which included the following items:

- A. Approve Minutes for Regular Meeting on 04-05-2016.
- B. Approve Minutes for Special Workshop Meeting on 04-12-2016.
- C. Approve Appropriation Ordinance #04-05-2016a in the amount of: \$30,778.44.
General Fund-\$14,403.75; Jubilee Fund-\$25.00; Sewer Utility Fund-\$1,048.02; Water & Light-\$15,301.67.
- D. Approve Appropriation Ordinance #04-19-2016 in the amount of: \$34,353.68.
General Fund-\$12,765.70; Jubilee-\$109.95; Storm Sewer Utility-\$(0.10); Solid Waste Collection-\$16.41; Sewer Utility-\$1,796.72; Water & Light-\$17,269.41; Wt. System Capital Project-\$2,023.71; CDBG Sidewalk Grant-\$371.88.
- E. Renewal of Computer Information Concepts Annual Peopleware Agreement for \$2,875.00 through June, 2017.

Seconded by Marshal Sanders. No Discussion. Motion Carried 4-0

POLICE DEPARTMENT-

Chief of Police, Adam Sayler requested a five minute executive session for personnel matters of non-elected personnel to discuss employee performance.

Marshal Sanders moved that the city council recess into executive session for five minutes pursuant to the personnel matters of non-elected personnel exception in order to discuss an employee performance review to include Mayor, Chief of Police, Council, and City Attorney. The open meeting to resume in the city council chamber at 7:18 pm. Seconded by Mark Bryant. No Discussion. Motion Carried 5-0.

FIRE DEPARTMENT-NO COMMENT

ADMINISTRATION – CITY CLERK

City Clerk LaDona S Garcia updated the council on the planning of the 2016 Jubilee. There was discussion. LaDona requested an increase in her credit limit to \$1000.00, so she can make needed purchases for the Jubilee without asking for another department head's card. Right now, her limit is set at \$500.00.

Mark Bryant moved to approve to increase City Clerk's spending and credit card limit to \$1000.00. Seconded by Marshal Sanders.
Discussion. Motion Carried 5-0

ADMINISTRATION – SUPERINTENDENT

City Superintendent Cory Tagtow presented his recommended changes to the current swimming pool policy for the upcoming season. One being the age requirement for employment be lowered to 15 years, since the Red Cross will certify them at 15 years of age. Second recommendation was with the Pool Employee's wages: Assistant Manager increased from \$8.25 to \$8.50 per hour, returning Lifeguards will start at \$8.25 and new lifeguards at \$7.25. Finally, to increase the adult admission from \$1.50 to \$2.00 and the party fee will be \$30.00 for one hour which would include a manager or assistant manager and one lifeguard. If the party size required more lifeguards there would be an additional \$10.00 per lifeguard per hour. There was discussion between Cory and council. Consensus of council was to approve all of Cory's recommendations.

Cory informed the council on the Spring Training for drinking water systems provided by Midwest Assistance Program. The training will be on April 21, 2016 from 8:30 am to 4:30 pm at the Stafford County Courthouse Annex. Cory encourage them to attend since the training was here in St. John.

Cory updated the council on the progress of replacing The Witt Center Sign, he has received one bid for \$2600.00. Cory inquired about other companies he could request a bid from.

CITY ATTORNEY-

City Attorney, John D Beverlin II presented his findings from investigating on bonding authority and other cities who have lost their grocery store. There was discussion between Council, Mayor, and Beverlin on these issues as well as the lack of available property for a grocery store. Mayor and Council reviewed the current zoning map for St. John. They discussed the current usage of the industrial park.

OLD BUSINESS-

Garcia represented the Pay Plan with raise increases council wanted to see, along with fellow city's pay plan has as an example. There was discussion. Consensus of council would like to see what our system would look like.

City Attorney Bevelin presented the rough draft 2016-07 which places the 1% sales tax question on the August 2nd, 2016 primary election, for council to review and approve:

RESOLUTION NO.2016-07

A RESOLUTION TO SUBMIT TO THE QUALIFIED ELECTORS OF THE CITY OF ST. JOHN, KANSAS THE PROPOSITION OF LEVYING A ONE PERCENT (1.0%) RETAILERS' SALES TAX TO FUND GENERAL SERVICES OF THE CITY, INCLUDING BUT NOT LIMITED TO, ECONOMIC DEVELOPMENT PROJECTS AND CITY INFRASTRUCTURE.

WHEREAS, K.S.A. 12-187 *et seq.*, authorizes the governing body of the City of St. John, Kansas ("City") to submit to the qualified electors of the City the question of levying retailers' sales tax in the City and pledging the revenue received from the tax to certain purposes of the City with the tax to be collected by the Kansas Department of Revenue and returned to the City; and

WHEREAS, the governing body of the City has determined it is necessary to authorize the levy of a one percent (1.0%) retailers' sales tax, to begin on January 1, 2017 or as soon thereafter as the new tax may be levied by the Kansas Department of Revenue, with revenue received from the tax used for the governmental purposes as described in the ballot question approved by this Resolution.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ST. JOHN, KANSAS:

Section 1. A special question election is called to be conducted at the Kansas State Primary Election on August 2, 2016, for the purpose of submitting

to the qualified electors of the City the question of levying a retailers' sales tax in the City in the amount of one-percent (1.0%), with such tax to take effect on January 1, 2017, or as soon thereafter as the tax may be levied by the Kansas Department of Revenue, and shall be collected for a period of ten (10) years from the effective date of the tax, if approved by a majority of the electors voting on the question. The election shall be conducted in the manner prescribed by applicable laws of the State of Kansas.

Section 2. If approved by a majority of the electors voting on the question, the retailers' sales tax will be subject to all applicable state laws and administrative rules and regulations of the Kansas Department of Revenue. The services of the Kansas Department of Revenue shall be utilized to administer, enforce and collect such tax.

Section 3. The proposition to be voted on shall appear on the ballot as follows:

Shall the following be adopted?

Shall a retailers' sales tax in the amount of one-percent (1.0%) be levied in the City of St. John, Kansas to take effect on January 1, 2017 or as soon thereafter as such tax may be levied by the Kansas Department of Revenue, and shall be collected for a period of ten (10) years from the effective date of the retailers' sales tax, with revenue from such tax used to fund general governmental services provided by the City, which may include but is not limited to, economic development purposes and infrastructure projects in the City of St. John, Kansas, all pursuant to K.S.A. 12-187 *et seq.*, as amended?

Section 4. The Stafford County Clerk is authorized to and shall give notice of the election by publishing a Notice of Election (in substantially the form attached to this Resolution as Exhibit A) once each week for two consecutive weeks in a newspaper of general circulation in the City, as provided in K.S.A. 12-187 *et seq.* and K.S.A. 10-120, with the first publication to be not less than twenty-one (21) days prior to the date of the election. The vote at the election shall be by ballot and the proposition approved by this Resolution shall be printed on the ballot with the voting instructions required by law.

Section 5. This Resolution shall take effect from and after its adoption by the Governing Body of the City and publication one time in the official city newspaper.

ADOPTED AND APPROVED by the Governing Body of the City of St. John, Kansas on April 19th, 2016.

CITY OF ST. JOHN, KANSAS

By _____
Juliann Owens, Mayor

ATTEST:

By: _____
LaDona Garcia, City Clerk

Exhibit A
To Resolution No. 2016-07
NOTICE OF SPECIAL QUESTION ELECTION

TO ALL QUALIFIED ELECTORS OF THE CITY OF ST. JOH, KANSAS:

Notice is given by the Governing Body of the City of St. John, Kansas and the County Election Officer of Stafford County, Kansas that a special question election will be held in the City of St. John, Kansas on August 2, 2016, for the purpose of voting on the question of levying a city retailers' sales tax in the amount of one-percent (1.0%) on retail sales consummated within the City of St. John, Kansas, according to the provisions of K.S.A. 12-187 *et seq.* If approved, the retailers' sales tax will begin on January 1, 2017 or as soon thereafter as the tax may be levied by the Kansas Department of Revenue, and shall continue for a period of ten years (10) from the effective date of the retailers' sales tax. The revenue received by the City will be used for public purposes as described in the ballot question. If approved by a majority of the electors voting such tax shall be collected by the Kansas Department of Revenue, and the revenue returned to the City of St. John, Kansas.

The polls will be open for voting between ____ a.m. and ____ p.m. on August 2, 2016 at the following places:

[To be supplied by county clerk]

The proposition to be voted on shall appear on the ballot as follows:

Shall the following be adopted?

Shall a retailers' sales tax in the amount of one-percent (1.0%) be levied in the City of St. John, Kansas to take effect on January 1, 2017 or as soon thereafter as such tax may be levied by the Kansas Department of Revenue, and shall be collected for a period of ten (10) years from the effective date of the retailers' sales tax, with revenue from such tax used to fund general governmental services provided by the City, which may include but is not limited to, economic development purposes and infrastructure projects in the City of St. John, Kansas, all pursuant to K.S.A. 12-187 *et seq.*, as amended?

Yes _____

No _____

To vote in favor of any question submitted upon this ballot, make a cross or check mark in the square to the right of the word "Yes;" to vote against it, make a cross or check mark in the square to the right of the word "No."

Dated _____, 2016.

By: _____
Nita Keenan, Stafford County Clerk

Troy Hanson moved to approve Resolution 2016-07 which will submit to the qualified electors of the City of St John the proposition of levying a one percent (1.0%) retailers' sales tax to fund general services of the city, including but not limited to economic development projects and city infrastructure.

NEW BUSINESS-

Aaron Koehn with VonFedt, Bauer, & VonFeldt, Chtd presented the City's 2015 Audit. There was discussion between Aaron and Council.

Mark Bryant move to approve the 2015 audit as presented. Seconded by Marshal Sanders. No Discussion. Motion Carried 5-0.

Garcia presented Ordinance 1036 which replaces Ordinance #1005 about the Net Metering Policy & Procedure for Customer-Owned Renewable Energy Resources.

Troy Hanson moved to approve Ordinance #1036 which replaces Ordinance #1005 on the Net Metering Policy & Procedure for Customer-Owned Renewable Energy Resources as writing. Seconded by Marshal Sanders. No Discussion. Motion Carried 5-0

With no further business Mark Bryant moved to adjourn the meeting at.8:15pm. Seconded by Marshal Sanders. No discussion. Motion carried 3-2. Troy Hanson and Bobby Stimatze opposed.

Next regular council meeting will be Tuesday, April 19, 2016 at 7:00 pm.

Juliann M Owens, Mayor

LaDona S Garcia, City Clerk

APPROPRIATION ORD. #05-03-2016

My Report Subtitle

Friday, April 29, 2016

Check	Vendor	Invoice ID	Invoice Description	Invoice Amount
109003	ADVANCE INSURANCE COMPANY	05/2016	May Premium	\$49.00
109004	Advantage Laser Products, Inc.	487540	Check Stock and MICR Toner	\$201.00
109005	Amsterdam Printing	5261521	Employee Applications	\$101.19
109006	BLUE CROSS & BLUE SHIELD OF KS	1146736	May Statement	\$11,173.38
109007	Century Link	04/2016	April Statement	\$1,214.18
109008	CIC	PSI23536	Annual Peopleware Agreement	\$2,875.00
109009	Class C Solutions Group	8372242001	bolts & misc., hand cleaner and dispenser	\$157.89
109010	DEPT OF HEALTH & ENVIRONMENT	1st/2016	1st Quarter 2016 Analysis	\$72.00
109011	DIRKS COPY PRODUCTS INC.	V308	3000 Sheets of Perferated Utility Billing Letter Paper	\$127.56
109012	DIVISION OF TAXATION-WATER	2016-1st	1st Quarter 2016 Bulk Water Return	\$420.00
109013	Emergency Reporting	2016_1933	Monthly Fire Package for May 2016	\$99.00
109014	First Bank - Sterling	05/2016	Lease Payment on 2014 Dodge Charger	\$4,141.00
109015	HD Supply Waterworks, Br. 226	F406448	color coded red mega lug, acc. Set L/gland, brs saddle, co	\$426.58
109015	HD Supply Waterworks, Br. 226	F408773	Boring bar packing, boring bar, 11/16 shell cut f/pvc, 3/4 fl	\$609.40
109016	Innovative Automation & Controls, Inc.	1579	Allen Bradley Bypass Control Board Assembly for Well #5	\$1,147.66
109017	J Harlen Co., Inc.	1147107	Break-Safe, Floating Head, 15KV (council approved 04/05)	\$2,099.80
109018	KANS MUNICIPAL UTILITIES INC	13186	KMU Regional Training Group II - 2016 Dues - 2nd Qtr.	\$1,489.00
109019	KANSAS GAS SERVICE	04/2016	April Statement	\$619.32
109020	MIDWEST ENERGY, INC.	04/2016	21,120 kWh	\$40,423.19
109021	Nex-Tech	4488447	April Statement	\$373.72
109022	OFFICE PRODUCTS, INC.	246903	Maintenance Agreement	\$317.61
109022	OFFICE PRODUCTS, INC.	L86128	Sheet Protectors and Copy Paper	\$95.19
109022	OFFICE PRODUCTS, INC.	L86417	Post-It Notes; and black ink for color printer	\$129.98
109023	Pete Fuller	493703	Street Broom	\$75.00
109024	RSI Corp	16740	Communications labor rate-regular, C&S Mileage Charge,	\$122.50
109025	Shred-it USA, LLC	9410371398	April Shredding Services	\$85.20

My Application

This software is registered to My Report Subtitle

4/29/2016 3:13:11 PM

Page 1 of 2

Check	Vendor	Invoice ID	Invoice Description	Invoice Amount
109026	STANION WHOLESale ELE CO	4057375-00	greenlee 1903 stripper cable	\$83.32
109026	STANION WHOLESale ELE CO	4062066-00	homac cc 46 copper c-type compression tap	\$90.30
109026	STANION WHOLESale ELE CO	4062569-00	clevis thimble	\$54.83
109026	STANION WHOLESale ELE CO	4062826-00	Stripper Cable	\$83.32
109026	STANION WHOLESale ELE CO	4065211-00	Line Fuses	\$725.63
109026	STANION WHOLESale ELE CO	4076565-00	Camera System	\$125.57
109027	SUNFLOWER TRAILER SALES	23735	2008 F-550 - Front Reciever Hitch	\$211.78
109028	Triplet Enterprises	332945	Square Lights	\$1,167.75
109028	Triplet Enterprises	332946	Square Lights	\$1,414.50
109029	Unifirst Corporation	240 0623688	Reuben, Chris, and Champ Uniforms	\$156.30
109029	Unifirst Corporation	240 0625184	Electric Dept. Uniforms	\$40.40
109029	Unifirst Corporation	240 0625191	Reuben, Chris, & Champ Uniforms	\$28.00
109029	Unifirst Corporation	240 0626673	Reuben, Chris, Champ Uniforms	\$28.00
109030	Unruh Brothers Waste, LLC.	05/2016	May Trash Service	\$8,499.51
109030	Unruh Brothers Waste, LLC.	1077	30 yd. Rolloff dumpster pick ups (03/16/16 & 03/31/16)	\$717.49
109031	VAN DIEST SUPPLY COMPANY	111361	pro 32-0-5 w/90% dur, dim & ace	\$1,404.00
109031	VAN DIEST SUPPLY COMPANY	111362	pro 32-0-5 w/90% dur, dim & ace	\$1,263.60
				\$84,739.65

City of St John, Kansas

115 E 4th
St John, Kansas 67576
Phone: 620-549-3208 Fax: 620-549-6188
Population: 1,215 Size: IV - Small



2843 31st Avenue
Greeley, CO 80631
(800) 437-7457

Computer Information Concepts

April 22, 2016

Description	Qty	First Year	Subs. Years
On-going Cost Analysis:			
Purchase Option			
CIC Initial Hardware / Software / PEOPLEWARE Agreement		\$3,425.00	\$0.00
CIC Annual PEOPLEWARE Enhancement / Support Agreement		Included	365.00
Total Hardware/Software/PEOPLEWARE		\$3,425.00	\$365.00

This proposal represents our latest available information; however, rapidly evolving technology requires the execution of price protection documents to finalize costs.

Further, the information contained in this proposal and in all attachments is confidential, privileged and/or proprietary and intended for the exclusive use of the addressee(s). Any unauthorized review, use, disclosure, replication or distribution is strictly prohibited.

City of St John, Kansas

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St John, Kansas 67576
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Computer Information Concepts

April 22, 2016

Description	Qty	Price
Software/Transition		
Municipal Court System		
(1) Software	(1)	\$1,125.00
(2) Installation / Training - 65% Remote (16 Hours)	(1)	1,935.00
(3) Enhancements	(1)	80.00
(4) Support	(1)	285.00
		<hr/>
		\$3,425.00
Essential Skills Process (ESP) PEOPLEWARE		
(1) Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.	(1)	
		<hr/>
		\$0.00
		<hr/>
Total Hardware/Software/PEOPLEWARE		\$3,425.00

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Further, the information contained in this proposal and in all attachments is confidential, privileged and/or proprietary and intended for the exclusive use of the addressee(s). Any unauthorized review, use, disclosure, replication or distribution is strictly prohibited.

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**
(This form has been prepared by the Attorney General's Office)

City or County of St John

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input type="checkbox"/> Renew License <input checked="" type="checkbox"/> Special Event Permit	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):			
Name	Phone No.	Date of Birth	
<u>Doris Tompkins</u>	<u>620-791-7114</u>	<u>8/3/53</u>	
Residence Street Address	City	Zip Code	
<u>517 E 2nd Ave</u>	<u>St John Ks</u>	<u>67576</u>	
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
<u>MARK</u>	<u>620-352-0903</u>	<u>7/19/52</u>	
Residence Street Address	City	Zip Code	
<u>517 E 2nd Ave</u>	<u>St John Ks</u>	<u>67576</u>	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name	Name		
<u>2016 St John Jubilee Beer Garden</u>			
Business Location Address	Address		
<u>109 E 4th Ave</u>			
City	City	State	Zip
<u>St John</u>	<u>St John</u>	<u>Ks</u>	<u>67576</u>
Business Phone No.	<input type="checkbox"/> I own the proposed business location.		
<u>620-770-1051</u>	<input checked="" type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s) <u>IOOF Lodge</u>			

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>102</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**
(This form prepared by the Attorney General's Office)

SECTION 5 – MANAGER OR AGENT QUALIFICATION		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name <i>Matt Meiklejohn</i>	Phone No. <i>620-770-1051</i>	Date of Birth <i>9/27/73</i>
Residence Street Address <i>202 S Fuca</i>	City <i>Pratt Ks</i>	Zip Code <i>67124</i>
Manager or Agent Spousal Information		
Spouse Name <i>Amanda Meiklejohn</i>	Phone No. <i>620-388-5301</i>	Date of Birth <i>6/11/79</i>
Residence Street Address <i>202 S Fuca</i>	City <i>Pratt Ks</i>	Zip Code <i>67124</i>
Qualification Statement		
My manager/agent and his/her spouse ² meets all of the qualifications in Section 4.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 6 – DURATION OF SPECIAL EVENT		
Start Date <i>May 27, 2016</i>	Time <i>6pm - 12am</i>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
End Date <i>May 28, 2016</i>	Time <i>3pm - 12am</i>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. (K.S.A. 52-601)

SIGNATURE *Deric Ample* DATE *4/26/16*

FOR CITY/COUNTY OFFICE USE ONLY:		
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____ (\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)		
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____		
<input type="checkbox"/> Background Investigation	<input type="checkbox"/> Completed Date _____	<input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified
<input type="checkbox"/> New License Approved	Valid From Date _____ to _____	By: _____
<input type="checkbox"/> License Renewed	Valid From Date _____ to _____	By: _____
<input type="checkbox"/> Special Event Permit Approved	Valid From Date _____ to _____	By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS 66625-3512.

¹ If renewal application, applicant's spouse not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)
² Spouse not required to be U.S. citizen, Kansas resident or over 21 years of age. K.S.A. 41-2703(b)(9)

**Proposal
For
St. John, KS**

Project Name:

1. Development of a *City WebGIS* Site
2. Implementation of SimpleSigns™ Sign Inventory Management Software

Prepared for the City of St. John

Project No. 0906-001

May 3, 2016

EXECUTIVE SUMMARY

This Statement of Work outlines the Services to be performed and/or the Deliverables to be developed (the "Project") by GIS Workshop LLC ("GISW") pursuant to and governed by that certain Master Services Agreement dated May 3, 2016 (the "Services Agreement"), by and between GIS Workshop, LLC and the City of St. John, KS ("Client"). This Statement of Work will also set forth the scope of the Services, a description of the Deliverables, responsibilities for all parties, and the estimated fees. Any capitalized terms used, but not defined herein, shall have the meaning ascribed to it in the Services Agreement.

TERMS AND CONDITIONS

The terms of this SOW are governed by the Master Services Agreement, Project Number 0906-001, dated May 3, 2016.

PROJECT OVERVIEW

The City of St. John, KS would like to contract with GIS Workshop for GISW's *City WebGIS*, a mobile-friendly WebGIS site consisting of private data layers and tools designed to aid in utility asset management. The City of St. John's *City WebGIS* site will initially contain seven (7) user modes that will house various data layers of interest to St. John Utilities Department staff: Water, Sanitary Sewer, Storm Sewer, Electric, Streets, Zoning, and Management modes. The user modes, tools, and functionality of the City of St. John WebGIS site are described in greater detail in the sections below.

In addition to *City WebGIS*, the City of St. John would also like to implement GISW's SimpleSigns™ Sign Inventory Management Software. This sign inventory software integrates seamlessly with *City WebGIS* and will allow the City of St. John to actively collect, manage, and report their sign inventory within the City. The functionality and cost of implementing the SimpleSigns™ software for the City of St. John is also described in greater detail in the sections below.

CITY WEBGIS

The GISW *City WebGIS* product is a template application that will be configured to contain all appropriate data layers and tools required by the City of St. John. GISW will supply the template as-is and configure it for the Client; requested changes to the interface and associated features can only be made in coordination with other clients and may involve additional costs.

USER MODES AND DATA LAYERS

The *City WebGIS* will have different available user modes and data layers. The St. John, KS *City WebGIS* site will initially be populated with the following utility user modes and data layers, provided the data is delivered to GISW in the proper GIS-compatible format (shapefile, geodatabase, or Excel spreadsheet with (x,y) coordinates):

1. Water Mode
 - a. Parcels*
 - b. Basemaps
 - c. Hydrants
 - d. Hydrant Valves
 - e. Lateral Lines
 - f. Main Lines
 - g. Curb Stops
 - h. Valves
 - i. Manholes
 - j. Wells
 - k. Water Treatment Facilities
 - l. Air Releases
 - m. Water Towers

2. Sanitary Sewer Mode
 - a. Parcels*
 - b. Basemaps
 - c. Sewer Cleanouts
 - d. Sewer Manholes
 - e. Sanitary Mains
 - f. Pressure Mains
3. Storm Sewer Mode
 - a. Parcels*
 - b. Basemaps
 - c. Manholes
 - d. Main Lines
 - e. Inlets
 - f. Outlets
 - g. Levees
 - h. Storm Culverts
 - i. Storm Ditches
 - j. Floodplains
 - k. Substations
4. Electric Mode
 - a. Parcels*
 - b. Basemaps
 - c. Cabinets
 - d. Capacitors
 - e. Guy Poles
 - f. Guys
 - g. Power Poles
 - h. Switches
 - i. Transformers
 - j. Powerlines
 - k. Substations
5. Streets Mode
 - a. Parcels*
 - b. Basemaps
 - c. Signs
6. Zoning Mode
 - a. Parcels*
 - b. Basemaps
 - c. Comprehensive Zoning
 - d. City Zoning
 - e. Floodplains
7. Management Mode
 - a. Management mode will include all layers from all modes

*Client must obtain the written permission of Stafford County, KS to display parcel information on the *City WebGIS* site.

With the exception of the basemaps which are supplied by GISW, the City of St. John will supply GISW with the above layers in shapefile, geodatabase, or (x,y) coordinate format to be featured in the *City WebGIS*, as well as any layers that the City wishes to add to the WebGIS in the future (ie. parks, bike trails, snow routes, emergency evacuation routes, etc.). Any layers not initially provided by the City of St. John will be omitted upon setup of the WebGIS and may be added to the website at a later date for no additional cost, so long as they are in the proper GIS format.

Note: Client does not have GIS compatible data collected for the layers listed above. GISW will setup the WebGIS site with the data GISW provides and the GIS compatible data currently available from the Client. As the Client collects the GIS compatible data, GISW will add these data layers to the WebGIS site.

Data layers that are not in the proper GIS format and require new digitization and creation by GISW's GIS technicians is considered a separate project and is not covered under the set-up or the annual subscription fees.

LOGIN PROTECTION

The WebGIS application protects sensitive information by requiring login credentials for all user modes. If in the future, the City chooses to keep the public informed of City operations through the *City WebGIS* site, a Public Mode can be created that will house public data layers of interest (ie. bike routes, city parks, zoning information, etc.); this Public Mode would not require a login.

TOOLS & FUNCTIONALITY

The eCity WebGIS site will include the following tools:

1. Full-text Search Bar
2. Map Navigation Tools: Zoom In, Zoom Out, Pan, Full Extent, Next Extent, Previous Extent, Bookmark
3. Identify Tool (on by default)
4. Measurement Tool
5. Drawing Tool
6. Print Tool
7. Clear Tool
8. Buffer Tool
9. Work Order Tool
10. Editor Tool

SEARCH BAR

The Search Bar is a full-text, "Google-style" search engine that allows the user to search for an asset or property by name, type, or key word and bring up complete asset attribute information within seconds. For example, a user might search for "Smith" in the search bar and the WebGIS site will show the results (and highlight them all on the map) for all assets with the manufacturer of "Smith," all properties owned by a "Smith," as well as all properties located on a street named "Smith." Please note, this search assumes the City has access to the County's parcel layer. After selecting a feature from the search results list, the user has the option of zooming to the feature on the map (map will highlight and zoom to the feature in question), viewing more detailed results that will include all attributes currently contained in the GIS for that feature such as material, condition, depth, width, etc. The search will work similarly for features such as Hydrants or Manholes by displaying all matching results from which the user can select to see detailed information about that feature.

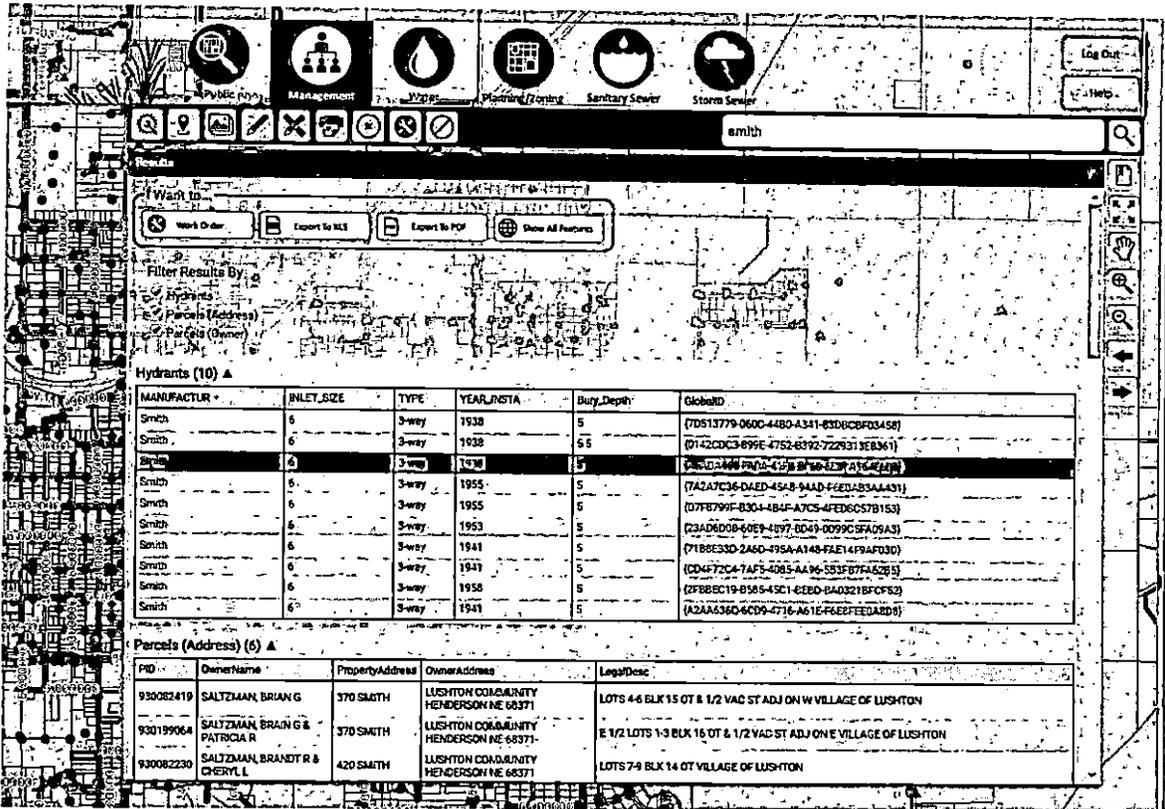


Figure 1: Search results for "Smith." Once a manhole with the manufacturer of "Smith" has been selected in the results window, the user has the option to upload media for that feature, start a work order for that feature, or zoom to the asset on the map.

MAP NAVIGATION

The Map Navigation Tool allows the user to zoom to a specific section/township/range, address, or exact latitude and longitude. The navigational tools below the search bar on the right side of the map allow the user to create a Bookmark and save a specific map extent, zoom out to the full extent, pan to move the map around, zoom in, zoom out, and zoom to the previous or next extent.

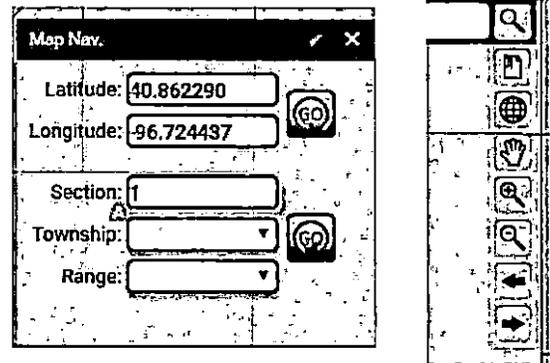


Figure 2: Map Navigation Tool allows for quick search options.

IDENTIFY TOOL

The Identify Tool is always activated. When a user clicks on any feature on the map, an adjustable pop-up window will appear displaying the feature or features selected. If only one feature is selected, the attributes for that feature will display. If multiple features were selected, the user may select the correct feature from the results to display the attributes for a specific feature.

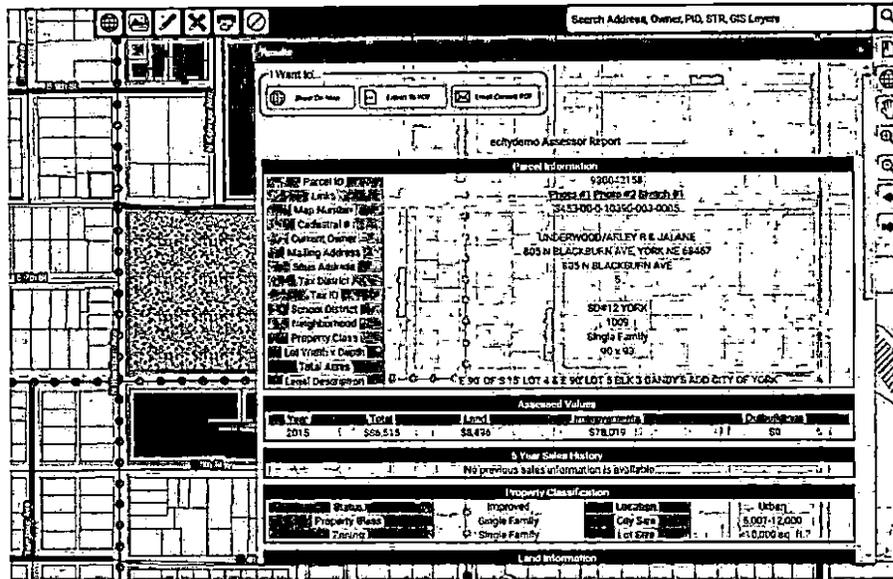


Figure 3: Activated Identify Tool and information box results with link to property card.

MEASUREMENT TOOL

Length (feet, meters, miles, and kilometers) and area (acres, square miles, hectares, square yards, square feet, and square meters) measurements can be easily performed via the Measurement Tool. Using this tool, simply click at the starting point and double click at the ending point to measure a length or draw a polygon by clicking at each vertex location to measure the area.

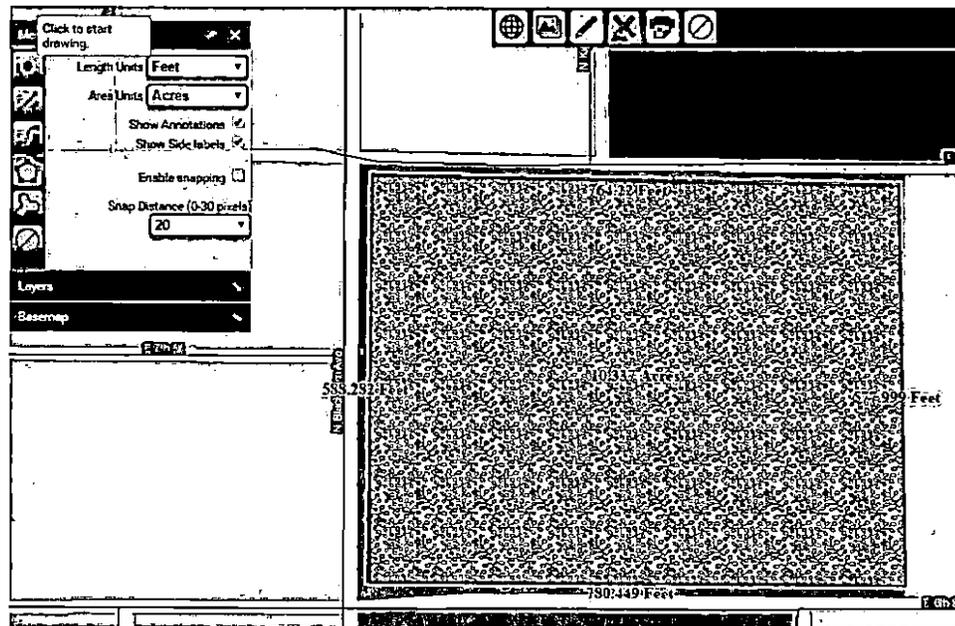


Figure 4: Measurement Tool showing total perimeter and by segment (in miles) of the user-drawn line segments within a parcel.

DRAWING TOOL

The Drawing Tool offers a wide range of options to mark up the map. The Drawing Tool offers options for point, line, polygon and text size, color and transparency. The Drawing Tool, combined with the print-to-email tool, allows clients to provide immediate feedback to GISW technicians.

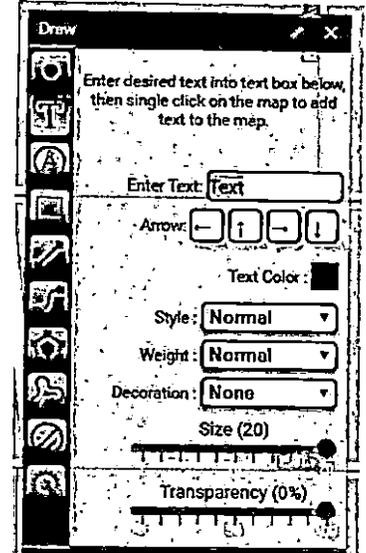


Figure 5: Drawing Tool

PRINT TOOL

The Print Tool allows anyone to save a screenshot of the map image on their screen (including all modifications made using the drawing tool) and save the image as a PDF or email the image directly to any email address. Additionally, users may create a customized map complete with an optional Title, Legend, and North Arrow.

You may click the checkboxes in the dropdown next to the Title (and enter the desired title in the provided box), Legend, or North Arrow to integrate these into the map that will be generated. Please note, both the map and the legend will display ONLY the features that are currently turned on within the Layers Menu. You may also select from a variety of preset page sizes as well as determine landscape or portrait. If you have access to a plotter or oversized printer, you may select from one of the pre-existing large page sizes to poster-sized maps.

Select the email icon to email the image directly by entering in an email address(es), your name, and a custom message. Select the print icon to create a PDF of the map with all the options you have selected, which you may then email or print.

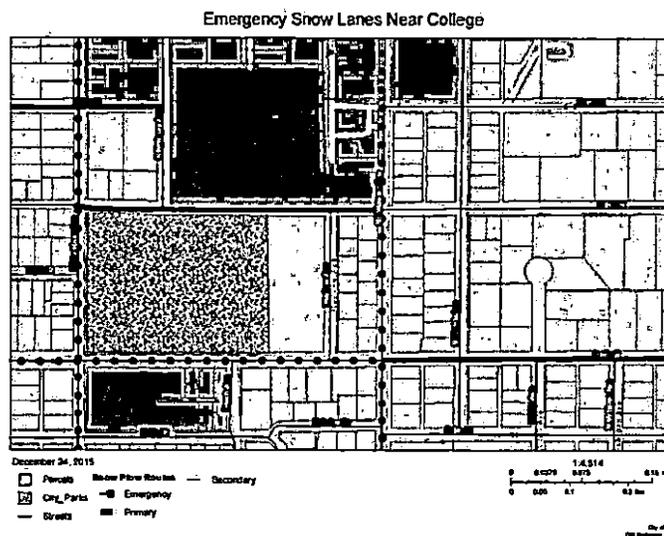


Figure 6: Map PDF with title and legend turned on.

BUFFER TOOL

The Buffer Tool identifies features within a user-defined radius (feet or meters) of a selected parcel or user-defined line, point or polygon. The Buffer Tool will find and report all features that are turned "on" in the layers menu. This information is available as a report that can be printed to a PDF document or exported to Microsoft Excel.

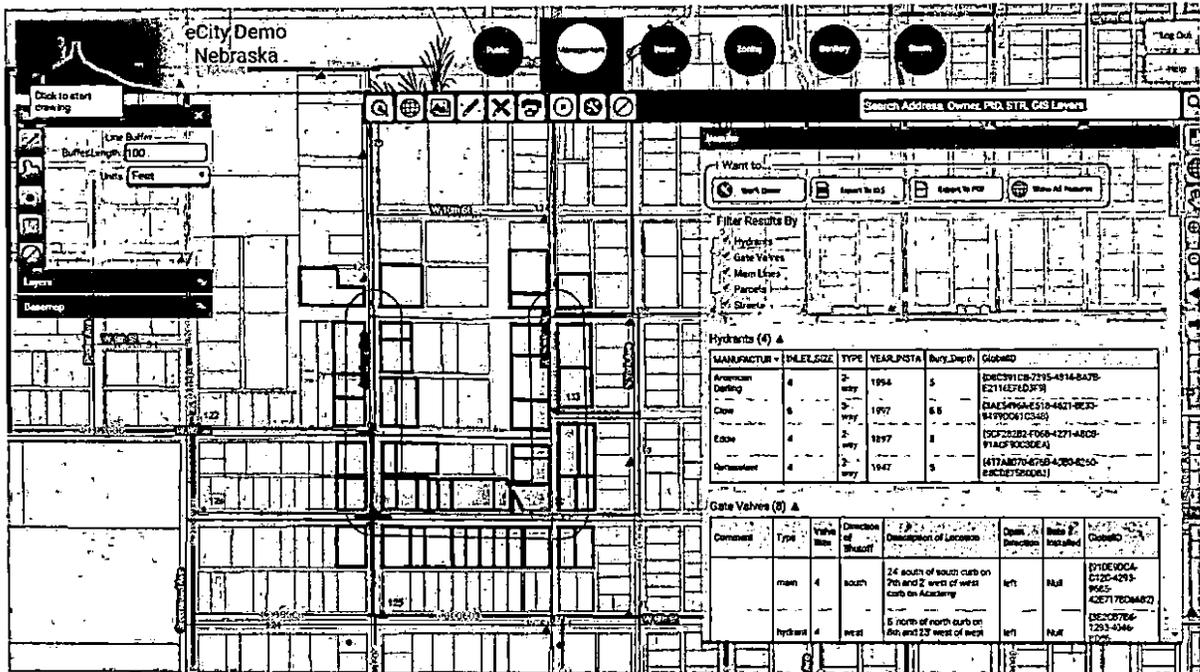


Figure 7. Property owner search results from the buffer analysis.

WORK ORDER TOOL

The Work Order Tool helps coordinate efforts between City personnel. For example, if a phone call comes in regarding low water pressure or sewage backup, the logged in user can use the Work Order Tool to create a new work order and assign the correct utility department and personnel. The user may enter a work order directly from the feature once it has been selected by clicking on 'Create Work Order' in the details menu. Users may also enter and manage work orders directly through the Work Order Tool available in the tools menu. The user may input details of the work order directly through the website, including priority level, status, due date, description, feature ID, special instructions, and more. Features can be added to the work order so that the system can track work order and event history for a specific feature.

All work orders will be displayed in a table within the work order menu. Once a work order is created, it may be accessed using the work order search functionality within the work order menu, selected from the sortable table, or found using a series of available filters. Over time, work order features will illustrate where potential capital improvements need to be scheduled.

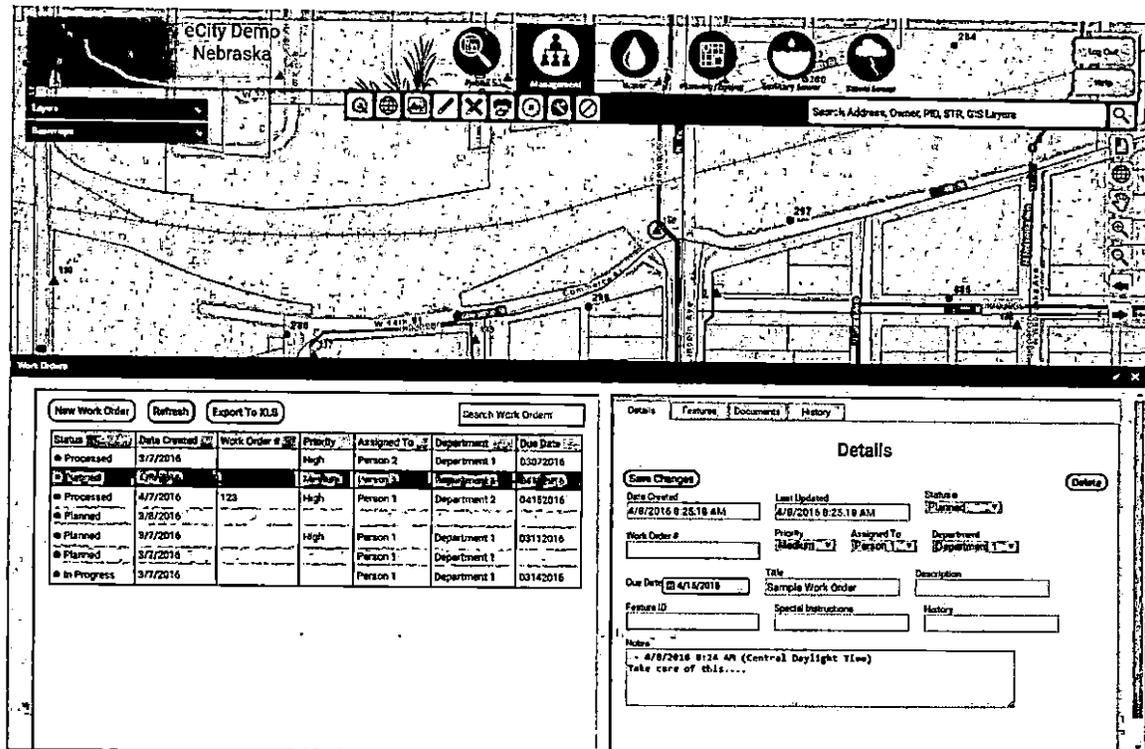


Figure 8: Work Order Tool enabled showing tabular list of all work orders, details of a selected work order, and the work order in question highlighted on the map.

EDITOR TOOL

The Editor Tool allows users to edit features directly from the site. This editing functionality will be activated for the administrative/management user and will apply to all departments available within the management mode. The user may select a feature and view all attributes associated with that feature. Upon viewing attributes, the user may choose to edit any attribute information from the portal, including location. When the updates are saved, all changes will be reflected both on the website and in the database.

This feature is an add-on to the core functionality of the website and is associated with an additional charge. The Public Works Director will have access to the administrative editing component associated with the respective management login. Additional mode-specific editing functionality may be added for an additional \$190 per mode (paid annually), and will extend only to the features specific to that mode.

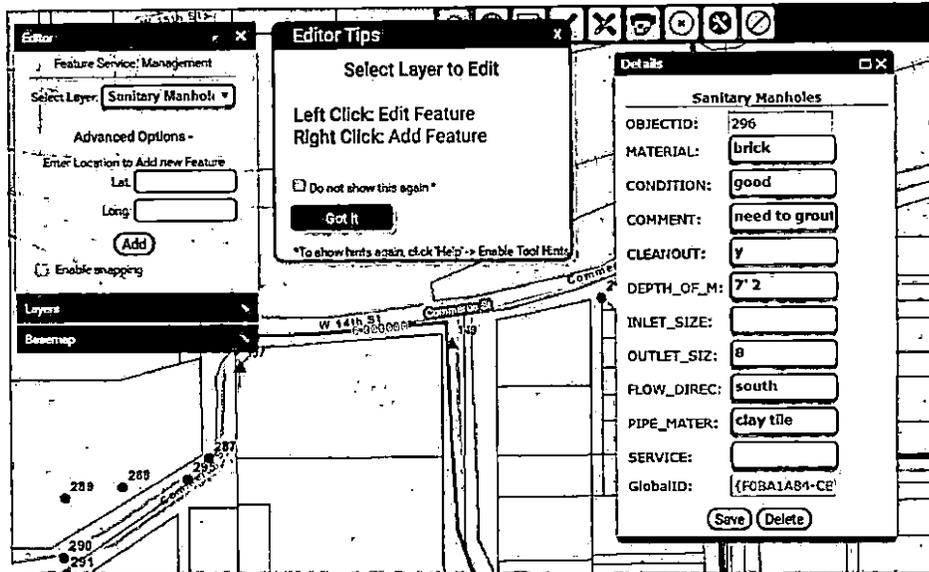


Figure 9: Edit features directly on the website using the Editing Tool.

CITY WEBGIS MAINTENANCE

GISW will host the City's *City WebGIS* site on our triple redundant servers. Subscription fees will be payable annually each year. Subscription fees include hosting, website technical support, software maintenance, and planned upgrades as they are developed by GISW (does not include custom development which is a separate cost and project). GISW will notify the City of new features or enhancements when they are published to the production server.

WEBSITE UPDATES

GISW will upload new data layers supplied by the City on an 'as-needed' basis. The City will supply updates in a readily GIS-compatible format (shapefile, geodatabase or Excel with x,y coordinates).

MEDIA DATA MANAGEMENT

The first 5 GB of media data storage (photos, documents, PDFs, spreadsheets, etc.) are included in the *City WebGIS* free of charge. Additional data storage packages are available for purchase for users who require more than 5 GB of media data storage. Additional costs will be calculated as-needed, and the total amount will be included with the annual invoice.

Total Data Usage	Cost
0 GB - 5 GB	\$0
5 GB - 500 GB	\$300 annually
500 GB - 1 TB	\$600 annually

SIMPLESIGNS™ SIGN INVENTORY MANAGEMENT SYSTEM

SimpleSigns™ is simple, easy-to-use sign inventory management software that meets the federal requirements to properly manage traffic signs. This software houses your sign inventory data, allows you to track and log activities related to your signs,

and produces reports about your sign data for regulatory compliance, maintenance, and management. The inventory software captures all the relevant features of the sign and periodic activities, such as installations, inspections, and repairs that accumulate for each sign over the years.

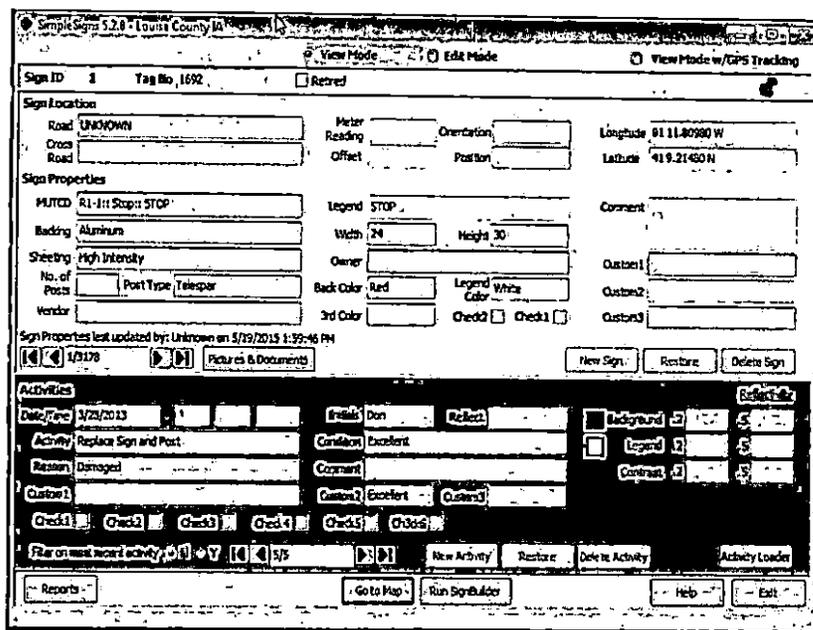


Figure 10. SimpleSigns™ easy-to-use interface.

COLLECT DATA

The software allows you to collect inventory data for signs including sign location, sign details, sign properties, and log activities for the signs. To collect sign inventory management data, simply use the Edit Mode and enter in the pertinent details about the sign using a series of text boxes and dropdown menus. Data collected may include an identifier or unique sign ID, Location information, Sign description, and Actions. Record all inventory data using editable dropdown menus containing a wide variety of item choices. In addition, we can configure additional textboxes, dropdown boxes, and checkboxes to meet all your data collection needs. Once data is collected, it will be housed in a signs database and can be accessed to view, edit, or add additional sign detail. Filters may be applied to each data field to sort for specific signs or a specific subset of signs. The software will record the time and initials of the person collecting the data for future reference.

Note: Each license permits 2 installations - one editing installation and one read-only installation. Only the computer with the editing license may edit data.

GPS INTEGRATION

The SimpleSigns™ software features the direct connection of a GPS receiver to a laptop for accurate sign coordinates. When collecting data, the GPS location may be imported automatically.

Any GPS unit should work with SimpleSigns™, provided it meets the following requirements:

- Output format of NMEA 0183
- Coordinate Datum of WGS 1984

- Connects via one of the options below:
 - Serial port
 - USB or Bluetooth, creating a virtual serial port. Virtual serial ports are listed in the Device Manager and are assigned a COM number.

Once the GPS unit is connected and all necessary software is installed on the machine, the software can import the spatial data for each sign. Any GPS unit using a USB or Bluetooth connection will require the installation of GpsGate Client for Windows, free software available from Windows (available at <http://www.gpsgate.com/download>). We will provide a step-by-step guide for installing and configuring GpsGate and using a GPS unit with the software.

The accuracy of the data will depend on the device being used. If no direct connect option is used, all locational information may be input manually by entering the appropriate lat/long for each sign.

CITY WEBGIS INTEGRATION

SimpleSigns™ Desktop software integrates seamlessly with GISW's *City WebGIS* as long as there is a GPS coordinate for the sign. Every time the 'SignBuilder' is run on the SimpleSigns software, all the sign locations and details will be automatically updated and reflected on the *City WebGIS* site. Once the sign information is uploaded to the WebGIS site, you will be able to view the sign location on the map, select signs to view the associated data housed in SimpleSigns™, and select signs or a subset of signs in SimpleSigns™ to see where they are located on the map. This spatial integration enhances the SimpleSigns™ application by providing an essential visual component for effectively viewing, tracking, and managing signs.

RETROREFLECTOMETER INTEGRATION

SimpleSigns™ Desktop software includes the capability for direct connection of Delta GR3 or RoadVista 922 retroreflectometer data for collection of sign reflectivity measurements. The software supports the barcode reader used in conjunction with either of these devices and allows for automatic calculation of contrast between legend and background measurements. Integrating with the retroreflectometer ensures all the data captured is recorded and stored properly with the rest of the sign inventory details.

REPORTS

SimpleSigns™ software is equipped with eleven standard reports including:

- Sign Inventory (with or without sign history)
- Sign Count by MUTCD and Condition
- Signs to Replace (based on sign age)
- Many more

Reporting allows users to make the most of their inventory and take an active role in asset management. Each report is viewable within the software or may be exported and saved.

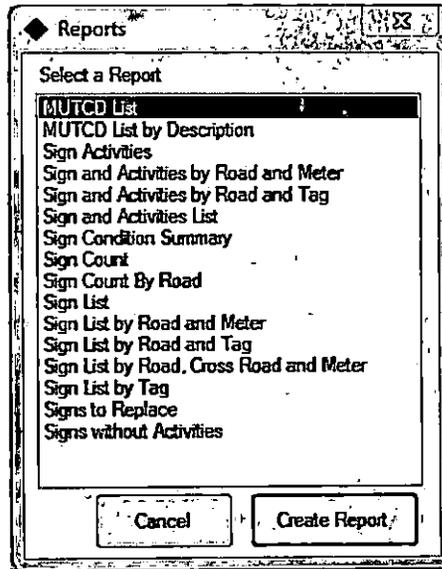


Figure 11. A variety of reports are available.

SIMPLESIGNS SYSTEM REQUIREMENTS

The following are system requirements for the installation and use of SimpleSigns™ (or other SimpleApps) software.

OPERATING SYSTEM

- Full version of Windows Vista, 7 or higher (either 32-bit or 64-bit), not including Windows RT. SimpleSigns™ will run on WindowsXP, but it is not recommended because Microsoft no longer supports WindowsXP and, therefore, no longer releases security updates.
- At least 1 GB of RAM

MICROSOFT SOFTWARE

All standard updates for Microsoft Windows can be downloaded from <http://www.microsoft.com/downloads>

- Microsoft NET Framework 3.5
- Microsoft Internet Explorer 5.01 or later
- Data Access Components
 - Windows Data Access Components, which is included in Windows starting with Windows Vista, or
 - Microsoft Data Access Components (MDAC) 2.8 (if operating system is WindowsXP)
- Approximately 500 MB of disk space for software files, sign database and map files.
- Additional disk space if you plan to store pictures of signs. The amount needed depends on the number of pictures, but can be many gigabytes.

REQUIRED TO USE A RETROFLECTOMETER WITH SIMPLESIGNS

- Bluetooth technology is used to send retroreflectivity measurements from a retroreflectometer directly to SimpleSigns™.
- Bluetooth must output to a virtual serial port.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (Project No. 0906-001) as of the date first above written.

Agreed to and Accepted by:

GIS Workshop, LLC



Sign: _____

By: Janelle Heuton

Its: Chief Operating Officer

Date: 5/3/2016

The City of St. John, KS

Sign: _____

By: _____

Its: _____

Date: _____

Client Point of Contact for GISW Project Manager for data requests:

Name: _____

Title: _____

Phone: _____

Email: _____

GIS Workshop

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made effective **May 3, 2016**, (the "Effective Date") by and between GIS Workshop, LLC, a Delaware limited liability company ("GIS Workshop"), and the City of St. John, KS ("Client").

ARTICLE 1 DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article I:

1.1 "Change Order" shall mean a written change order signed by authorized representatives of GIS Workshop and the Client. A Change Order sets forth modifications and amendments to an existing SOW, and when executed, shall be deemed to be part of the SOW for all purposes.

1.2 "Client Materials" shall mean all information, content, data, functionalities or any other materials disclosed or provided to GIS Workshop by Client, whether created by Client or a third party, pursuant to the terms and conditions of this Agreement, for the purpose of assisting GIS Workshop with the performance of its obligations under this Agreement.

1.3 "Deliverables" shall mean any item that GIS Workshop develops, prepares for or provides to or for the benefit of Client in the course of providing Services, including any hardware, software or other product, as well as any data that GIS Workshop provides to Client in connection with any Web-based Services. For purposes of this Agreement, the Web-based Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" shall mean all or any of the following: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs and documentation, algorithms, program code, the Specifications, reports and designs), mask works and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Normal Business Hours" shall mean 8:00 a.m. (CST) through 5:00 p.m. (CST) Monday through Friday, excluding all national holidays (as recognized by the United States Federal Government).

1.6 "Services" means any services rendered by GIS Workshop to or for the benefit of Client, as further defined in a SOW. Services specifically include any of the Web-based Services that are rendered by GIS Workshop to or for the benefit of Client.

1.7 "Specifications" shall mean those particular specifications and functionalities identified by the parties in a SOW and to which the Deliverables shall be developed by GIS Workshop.

1.8 "Statement of Work" or "SOW" shall mean any and all documents substantially in the form of Exhibit A, to include any addendums, signed by the parties, that sets forth the particular Services to be rendered and Deliverables to be developed by GIS Workshop, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties and other relevant information pertaining to the performance of Services and development of Deliverables by GIS Workshop.

1.9 "Web-based Services" or "WebGIS" shall mean any internet-based geospatial system or application that is hosted by GIS Workshop for storing, managing, publishing and using maps, data, and other information.

1.10 "Spider" shall mean a software program that automatically searches web pages to create entries for a search engine.

1.11 "Scrape" shall mean a software program that automatically copies content from a specific website.

1.12 "Subscription Fee" shall mean the set annual compensation amount for Web-based Services.

ARTICLE 2 GIS WORKSHOP'S OBLIGATIONS

2.1 All Services shall be performed by qualified personnel in a professional and workmanlike manner. GIS Workshop shall have sole discretion regarding the selection of the personnel to render the Services.

2.2 GIS Workshop will establish working hours for its personnel, and may, at its sole discretion, use the resources and materials it deems necessary to perform the Services. GIS Workshop shall, within the specifications set forth in a SOW, determine the method, details and means of performing the Services.

2.3 Client agrees that GIS Workshop may suspend the performance of Services to Client without notice and without liability if: (a) Client

fails to pay any amount due and owing to GIS Workshop within 15 days of receiving a non-payment notice from GIS Workshop in accordance with Section 4.2 below; (b) there is any event for which GIS Workshop reasonably believes the suspension of the Services is necessary to protect its systems or other clients; or (c) a law enforcement or government agency has requested such suspension. If GIS Workshop suspends work based on Section 2.3(b), and such suspension lasts for longer than 15 business days, then Client may terminate this Agreement or any SOW forthwith.

2.4 To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit B.

2.5 GISW acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). GISW guarantees compliance with the Nebraska Fair Employment Practices Act, and breach of this provision shall be regarded as a material breach of the contract. GISW shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

2.6 GISW certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity.

ARTICLE 3 CLIENT OBLIGATIONS

3.1 Client shall provide GIS Workshop with reasonable and necessary access to Client's personnel, facilities, computers, equipment and Client Materials during Normal Business Hours and otherwise as reasonably requested by GIS Workshop, in order to enable GIS Workshop to provide Services.

3.2 Except as expressly set forth in this Agreement, GIS Workshop will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client is responsible for taking such actions as may be reasonably necessary to protect the security of said facilities and technology.

3.3 GIS Workshop shall have no liability for loss of any Client Materials that GIS Workshop stores for Client. Accordingly, Client shall be solely responsible for (a) creating and maintaining current copies of all Client Materials stored by or on behalf of GIS Workshop or otherwise provided to GIS Workshop, and (b) storing such copies in a reasonably secure location.

3.4 Client hereby represents and warrants that Client has obtained all necessary authorizations, permissions or licenses to provide the Client Materials to GIS Workshop. Client hereby grants to GIS Workshop a non-exclusive right and license to use, reproduce and/or modify the Client Materials to the extent necessary to enable GIS Workshop to provide Services and to otherwise develop the Deliverables.

3.5 Client shall be responsible for compliance with all laws and governmental regulations affecting its use of the Services and Deliverables, and GIS Workshop shall not have any responsibility

therefore including, without limitation, any responsibility to advise Client of such laws or regulations.

3.6 Client is solely responsible for ensuring that any hardware, applications or software not provided by GIS Workshop pursuant to this Agreement will function properly while using the Deliverables and Services provided or supported by GIS Workshop under this Agreement. The failure of Client's hardware, applications or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.7 Client agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software provided or licensed to Client by GIS Workshop. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by GIS Workshop, except and only to the extent that (a) the parties expressly agree in the applicable SOW that Client owns all right, title and interest in and to the software and the Intellectual Property embodied therein, or (b) such activity is expressly permitted by applicable law.

3.8 Notwithstanding the above Sections in this Article (Article 3, Client obligations), GIS Workshop is subject to Article 10 of this Agreement.

ARTICLE 4 FEES AND EXPENSES

4.1 Client shall pay GIS Workshop for all Services and Deliverables, at the times and in the manner as set forth on each SOW. Client agrees to pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on, or measured by, GIS Workshop's income) which result from, or are related to the rendition of the Services or the providing of the Deliverables. If a SOW requires Client to reimburse GIS Workshop for reasonable out-of-pocket expenses incurred by GIS Workshop in the rendition of the Services (collectively the "Out-of-Pocket Expenses"), upon Client's written request, GIS Workshop shall furnish documentation verifying the Out-of-Pocket Expenses for which GIS Workshop seeks reimbursement. Upon the execution of a Change Order, GIS Workshop may require Client to pay for all Services and Deliverables completed from execution of the original SOW to the execution of the Change Order. Client shall pay all amounts due and owing upon the due dates set forth in the applicable SOW. Any payment that is past due to GIS Workshop by more than 30 days shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse GIS Workshop for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.2 Client's failure to make any payment owing and due to GIS Workshop shall be considered a material breach of this Agreement. As such, GIS Workshop may issue a non-payment notice to Client, which, if not satisfied within 30 days after the receipt thereof, shall constitute grounds for GIS Workshop to terminate this Agreement or the SOW(s) applicable to the Services or Deliverables for which payment has not been timely made, in its sole discretion.

ARTICLE 5 DELIVERABLES AND SERVICES

5.1 GIS Workshop shall develop the Deliverables and perform the Services in accordance with the Specifications and terms set forth in the applicable SOW.

5.2 GIS Workshop shall be under no obligation to develop any Deliverables or provide any Services except in accordance with the requirements set forth in each applicable SOW or the Terms of Service (if applicable). Notwithstanding the foregoing, in the event that GIS Workshop agrees to any changes, as may be requested by Client from time to time, to any of the Services or the Deliverables or to the Specifications, such changes shall be documented in a written Change Order.

5.3 GIS Workshop shall deliver the Deliverables, along with all relevant documentation, code and programming language, in a timely manner, in accordance with the milestones and delivery dates further specified in the applicable SOWs. The parties will agree on any testing and acceptance procedures in the applicable SOW.

5.4 Upon final payment by Client under the applicable SOW for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property contained or embodied therein (unless otherwise set forth in the applicable SOW), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable and conditioned upon Client's compliance with its obligations in this Agreement.

ARTICLE 6 TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Agreement. Each SOW shall also have its own termination provision. Unless otherwise agreed, termination of any SOW shall not constitute a termination of any other SOW or of this Agreement. However, the termination of this Agreement shall terminate all unterminated SOWs and the Terms of Service, if applicable.

6.2 GIS Workshop may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the intellectual property rights of any third parties. This Agreement or any SOW may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; (b) at any time when there are no currently effective SOWs; (c) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

6.3 Upon termination of this Agreement or any SOW for any reason: (a) Client shall immediately pay all amounts outstanding and due to GIS Workshop under this Agreement and all outstanding SOWs for Services provided and for Deliverables developed hereunder; (b) Client shall immediately cease using any terminated Services; (c) GIS Workshop may take steps to change, remove or otherwise block Client's access to any Services to which Client had access; and (d) upon payment in full of the fees owed to it, GIS Workshop shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation,

Specifications, Client Materials, programming language and any other materials related thereto in GIS Workshop's possession, regardless of its stage of completion. Unless otherwise specified in the applicable SOW, Client shall reimburse GIS Workshop for the costs of all non-cancelable products or services procured from third parties in connection with GIS Workshop's performance of the Services.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 The parties agree that all Intellectual Property that has been or is developed by GIS Workshop in developing the Deliverables or performing the Services hereunder belongs exclusively to GIS Workshop, including all Intellectual Property contained or embodied in the Deliverables, the Services, the Specifications and anything else provided to Client by GIS Workshop in connection with this Agreement, as well as any modifications, enhancements, improvements or derivative works therein or thereto. Client will refrain from taking any action that weakens, deters or otherwise negatively impacts GIS Workshop's rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in GIS Workshop's Intellectual Property to GIS Workshop. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own the Deliverables themselves (including any Site Deliverables under Exhibit B), notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement.

7.2 Unless otherwise set forth in the applicable SOW, and except as expressly set forth in Section 8.1, GIS Workshop (or the third party information or service providers of GIS Workshop, as applicable) shall be the exclusive owner of all right, title, and interest in and to any and all Intellectual Property embodied in any Deliverable provided to Client hereunder, including all data and data compilations. Notwithstanding the foregoing, Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to GIS Workshop hereunder, and no proprietary rights shall accrue to GIS Workshop in such Client Materials.

7.3 In performing a Service or developing a Deliverable, GIS Workshop may use certain third party technology set forth in the applicable SOW ("Third Party Technology"). To the extent GIS Workshop has the right to grant licenses to such Third Party Technology, GIS Workshop hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology.

7.4 GIS Workshop may from time to time arrange for Client's purchase, lease or license of third party hardware, equipment, software, services, data or other products not owned by GIS Workshop ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. GIS Workshop makes no independent representations and warranties with respect to

to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

7.5 To the extent Client requests that GIS Workshop use, reproduce or modify any Client Materials, Client hereby represents and warrants to GIS Workshop that GIS Workshop has the right, power and authority to do so, without liability to Client or any third party.

7.6 Except as expressly set forth in this Agreement, each party acknowledges and agrees that nothing in this Agreement shall transfer any right, title or interest in any of either party's Intellectual Property.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Each party hereby represents warrants the following:

(a) It is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such Party;

(b) It has all necessary corporate power and authority to enter into this Agreement, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(c) This Agreement is and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(d) The execution, delivery and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 9 WARRANTY DISCLAIMER

9.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT AGREES THAT ITS USE OF ANY DELIVERABLE PROVIDED BY GIS WORKSHOP PURSUANT TO THIS AGREEMENT IS SOLELY AT CLIENT'S OWN RISK. CLIENT AGREES THAT ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. GIS WORKSHOP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GIS WORKSHOP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

ARTICLE 10 LIMITATION OF LIABILITY

CLIENT AGREES THAT GIS WORKSHOP'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, IS SOLELY LIMITED TO THE FEES PAID TO GIS WORKSHOP BY CLIENT UNDER THE APPLICABLE SOW DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. SUBJECT TO ARTICLE 11, INDEMNIFICATION, OF THIS MASTER SERVICES AGREEMENT, CLIENT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GIS WORKSHOP, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

ARTICLE 11 INDEMNIFICATION

11.1 Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the Indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the Indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

ARTICLE 12 CONFIDENTIALITY

12.1 During the term of this Agreement, each party (the "Disclosing Party") may provide the other party hereto (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes all research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" or "proprietary" (or with

words of similar import), any information that is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 12 and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The above-described nondisclosure obligations shall be in effect during the term of this Agreement and for a period of 2 years thereafter; provided, however, that the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement in its entirety, and upon the written request of the Disclosing Party, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 13 MISCELLANEOUS

13.1 Any notice, consent or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

13.2 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

13.3 This Agreement shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in or closest to Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the Chair of the panel) selected by the two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final, binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdictions of the state and federal courts of the State of Nebraska for any litigation arising out of this Agreement, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial in respect of any litigation arising out of, under, or in connection with, this Agreement.

13.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission or electronic mail, and the receipt of such executed counterparts by facsimile transmission or electronic mail shall be binding on the parties.

13.5 The parties acknowledge that GIS Workshop is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or employment relationship between GIS Workshop and Client. Client will not supervise GIS Workshop. GIS Workshop shall pay all taxes due and payable on the payments received from Client in accordance with federal, state and local law (except for those taxes attributable to Client's income). Client shall not withhold or pay any federal, state or local income tax, or any other payroll tax of any kind, on behalf of GIS Workshop. GIS Workshop not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

13.6 GIS Workshop may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. GIS Workshop may not subcontract the delivery or performance of the Deliverables and the Services, or any of its other obligations hereunder, in whole or in part, to any of GIS Workshop's subcontractors or other third parties selected by GIS Workshop.

without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

13.7 This Agreement, including all applicable SOWs, Change Orders and scope documents, the Terms of Service (if applicable) and other addenda (if any) (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. In the event of any conflict between the provisions of this Master Services Agreement and any SOW, the Terms of Service, or any other addenda, the provisions of this Master Services Agreement will control. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

13.8 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

13.9 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," or "SOWs" shall mean the Articles, Sections or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

13.10 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, GIS Workshop system downtime for routine maintenance, network problems, or telecommunications failure (each a "Force Majeure Event"), the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

13.11 The provisions of Articles 1, 4, 7, 9-12, along with Sections 2.3, 3.2, 6.3, 13.2, 13.3, 13.5, 13.6, 13.8 and this Section 13.11 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GIS Workshop, LLC

Signature:



By: _____

Name: Janelle Heuton

Its: Chief Operating Officer

Date: 5/3/2016

Address: 4949 NW 1st, Ste. 1, Lincoln, NE 68521

Client:

By: _____

Name: _____

Its: _____

Date: _____

Address: _____

EXHIBIT A

See Statement of Work (Project No. 0906-001) and/or additional SOWs attached separately

EXHIBIT B

Terms of Service

GIS WORKSHOP TERMS OF SERVICE

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outlines the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC ("GISW") (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based services (the "Service") offered by GISW on and through its website (the "Site") for personal or business use by Client in connection with WebGIS (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent GISW makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1.SERVICE. Subject to Client's continued compliance with these Terms of Service, and in consideration of GISW granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, GISW grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data and layout of the Service described or depicted on, or generated through, the Site are subject to change.

2.THIRD PARTY PRODUCTS. Client acknowledges that the Service may include access to third party software, services and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services and data. GISW makes no independent representations or warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof.

3.SCOPE OF SUBSCRIPTION RIGHTS. The rights granted by GISW to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of GISW, which may be withheld in GISW's sole and absolute discretion.

4.FEES AND PAYMENT TERMS.

(a) In consideration for GISW granting Client access to the Service, Client agrees to pay to GISW a non-refundable subscription fee in the amount and on the terms set forth on GISW's then-current fee schedule (the "Subscription Fee"), which shall be charged in accordance with the applicable terms of the statement of work executed by the parties (the "SOW").

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an SOW with GISW, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, GISW may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by GISW and either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the SOW.

(c) In the event that GISW elects to allow for payment by credit card, GISW may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card

information for GISW. GISW's handling of Client's personal information shall be in accordance with GISW's privacy policies and practices, which will be provided to Client upon request.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon GISW's request, GISW may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by GISW's income) and hold GISW harmless for the payment of any and all such taxes.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the GISW. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to GISW, and GISW hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for GISW to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of GISW related to the Service or Site (or with respect to GISW's other legitimate business needs). Client, not GISW, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and GISW shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that GISW is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of the Client Materials, and GISW shall have no liability to Client or any third party for its use of or reliance on the Client Materials. GISW reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of GISW providing the written notice to the Client, GISW may remove and/or discard the Client Materials. GISW will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by GISW and Client. The parties agree that GISW will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. GISW will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, GISW has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, GISW may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While GISW makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by GISW in connection therewith. Thus, GISW makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from GISW as part of a Site Deliverable before relying on it for any purpose of material impact. GISW is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not:

(a) Rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service;

(b) Use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever;

(c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever;

(d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables;

(e) Access the Service by any means other than through the Site;

(f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or

(g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. REGISTRATION. Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or SOW) with GISW in the form provided to Client by GISW. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as authorized herein. GISW will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify GISW immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. SUPPORT, MAINTENANCE AND UPGRADES.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, GISW will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by GISW in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by GISW at GISW's sole and absolute discretion, and upon terms determined by GISW.

(b) Client understands and acknowledges that GISW has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that GISW will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of GISW's general maintenance services shall be made in GISW's sole and absolute discretion. GISW shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to GISW. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which GISW may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) GISW agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) GISW shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to GISW through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Except with respect to the Client Materials, which GISW acknowledges is the property of Client, Client acknowledges that GISW and/or the third party sources of GISW's information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service; and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by GISW are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of GISW, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between GISW and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by GISW in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by GISW (collectively the "GISW Trademarks") are the trademarks of GISW or its content providers. GISW and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, GISW will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no

proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

12. CANCELLATION, TERM AND TERMINATION.

(a) Term. These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the SOW, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) Termination. These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) Effect of Termination. Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GISW SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, IN NO EVENT SHALL GISW'S AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GISW DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. NO WARRANTY

(a) CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GISW SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GISW. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GISW DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 5.1 OF THE MASTER SERVICES AGREEMENT, NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW MAKES

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GISW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. INDEMNITY. Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. CONFIDENTIALITY. During the Term of these Terms of Service, GISW may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the GISW, (c) is published or otherwise made known to the public by the GISW, or (d) was generated independently by the Client before disclosure by the GISW. The Client will refrain from using the GISW's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of Service. The Client will likewise restrict its disclosure of the GISW's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. LINKS TO THIRD PARTY SITES. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by GISW to Client as a convenience and the inclusion of the links do not imply any endorsement by GISW of any Linked Site. GISW has no control of the Linked Sites and Client therefore acknowledges and agrees that GISW is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that GISW is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. GENERAL INFORMATION.

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to GISW in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 12.3 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC
Janelle Bartels
Chief Operating Officer
4949 NW 1st St., Ste 1, Lincoln, NE 68521
jbartels@gisworkshop.com
(402) 436-2150

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of GISW, which may be granted or withheld in GISW's sole discretion. These Terms of Service may not be assigned or transferred by GISW without the express written consent of Client which may be granted or withheld in Client's sole discretion, provided, however, that GISW may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words "or" and "nor" are inclusive and include "and." "Including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to "Sections" shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. These Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12.(c), 15, 16, 17, 20.(b) and this Section 20.(j), shall survive the termination or expiration of these Terms of Service.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GISW.

15-1242H

April 27, 2016

Mayor Juliann Owens
City of St. John
115 E. 4th
St. John, KS 67576

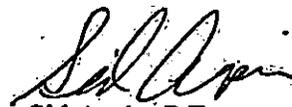
Re: Letter of Recommendation for Award
2016 Sidewalk Improvements
CDBG Project No. 15-PF-070

Dear Mayor Owens,

The letting for the 2016 Sidewalk Improvements Project was conducted April 20, 2016. Four (4) bids were received in total. Mansel Construction, Inc., of St. John submitted the low proposal in the amount of \$144,604.00. We requested and received five (5) references from Mansel Construction related to similar size and scope projects. Upon review of their references, we recommend to the City of St. John that they accept their Bid and award the Contract to Mansel Construction, Inc., in the amount of \$144,604.00.

If you have any questions or need additional information, please feel free to contact me at 665-3952, or at sid@bgcons.com.

Sincerely,



Sid Arpin, P.E.
Project Engineer



Also

Lawrence, Ks. • Emporia, Ks. • Manhattan, Ks.

CITY OF ST. JOHN, KANSAS
 2016 SIDEWALK IMPROVEMENTS
 1st AVENUE TO MONRO STREET (C.D.B.G. PROJECT. NO. 15-PF-070)
 BID LETTING: APRIL 20, 2016 @ 10:00 a.m.

ATTENDANCE ROSTER

NAME /COMPANY NAME	TELE. NO.	EMAIL ADDRESS
Leslie Thomas / Great Plains Development	620-227-6406	lthomas@gpdionline.com
Sid Arpin / BG Consultants	620-665-3952	sid@bgcons.com
Mike Sharky / Suchy Const Inc	785 735 4777	sharkyconstructioninc@yahoo.com
Derek / VOSTS-PARCA CONSTR.	316 284 2801	MAIL@VOSTSPARCA.COM
Don Mansel / Mansel Const	620-793-2319	Don@ManselConstruction.com
Derek Feess / APAC	620-960-7351	derek.feess@apac.com
Cory Tagtow / City of St. John	620-549-3208	sjsuper@gbta.net
Ladma Garcia / City of St. John	620-549-3208	ssec@gbta.net

Bid Tabulation - 2016 Sidewalk Improvements
City of St. John - CDBG Project No. 15-PF-070

15-1242H

Bid Letting: 04/20/2016 10:00 AM

Engineer's Estimate (Base Bid) \$172,140.00

Item No.	Description	Quan.	Unit	Mansel Construction St. John, Kansas ■		Suchy Construction Great Bend, Kansas		APAC-Kansas, Inc. Hutchinson, Kansas		Vogts-Parga Const. Newton, Kansas	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	L.S.	\$100.00	\$100.00	\$10,800.00	\$10,800.00	\$14,890.00	\$14,890.00	\$34,450.00	\$34,450.00
2	Contractor Construction Staking	1	L.S.	\$2,500.00	\$2,500.00	\$4,700.00	\$4,700.00	\$3,150.00	\$3,150.00	\$2,500.00	\$2,500.00
3	Temporary Erosion Control	1	L.S.	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
4	Unclassified Excavation	1	L.S.	\$5,000.00	\$5,000.00	\$3,150.00	\$3,150.00	\$5,047.00	\$5,047.00	\$11,150.00	\$11,150.00
5	Compaction of Earthwork (Type B)(MR-90)	1	L.S.	\$6,000.00	\$6,000.00	\$3,600.00	\$3,600.00	\$12,641.00	\$12,641.00	\$4,450.00	\$4,450.00
6	Concrete Pavement (4" Uniform)(AE)	1,868	S.Y.	\$38.00	\$70,984.00	\$37.35	\$69,769.80	\$39.35	\$73,505.80	\$45.00	\$84,060.00
7	Concrete Pavement (6" Uniform)(AE)	228	S.Y.	\$45.00	\$10,260.00	\$46.80	\$10,670.40	\$53.20	\$12,129.60	\$50.00	\$11,400.00
8	Remove & Replace Curb & Gutter	233	L.F.	\$40.00	\$9,320.00	\$37.80	\$8,807.40	\$30.50	\$7,106.50	\$35.00	\$8,155.00
9	Sidewalk Ramp (AE)	24	EA.	\$1,100.00	\$26,400.00	\$708.33	\$16,999.92	\$587.00	\$14,088.00	\$685.00	\$16,440.00
10	8" Drainage Pipe	26	L.F.	\$40.00	\$1,040.00	\$96.15	\$2,499.90	\$26.30	\$683.80	\$78.00	\$2,028.00
11	Concrete Inlet Protection	4	EA.	\$500.00	\$2,000.00	\$150.00	\$600.00	\$139.75	\$559.00	\$500.00	\$2,000.00
12	Seeding, Fertilizing & Mulching	1	L.S.	\$5,000.00	\$5,000.00	\$3,400.00	\$3,400.00	\$7,275.00	\$7,275.00	\$10,500.00	\$10,500.00
13	Permanent Erosion Control	1	L.S.	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$765.00	\$765.00	\$2,500.00	\$2,500.00
14	Traffic Control	1	L.S.	\$2,500.00	\$2,500.00	\$8,100.00	\$8,100.00	\$10,350.00	\$10,350.00	\$2,500.00	\$2,500.00
TOTAL AMOUNT (BASE BID)					\$144,604.00		\$147,197.42	▲	\$164,190.70		\$194,633.00
	ALTERNATE BID NO. 1 - Tree Removal	3	EA.	\$1,200.00	\$3,600.00	\$800.00	\$2,400.00	\$1,400.00	\$4,200.00	\$2,000.00	\$6,000.00
	ALTERNATE BID NO. 2 - Concrete Sidewalk Removal	1	L.S.	\$4,600.00	\$4,600.00	\$3,800.00	\$3,800.00	\$5,715.00	\$5,715.00	\$13,500.00	\$13,500.00
		1	S.F.	\$1.00		\$1.50		\$1.25		\$2.00	
	ALTERNATE BID NO. 3 - Adjust Height of Water Meter/Valve	1	L.S.	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$9,965.00	\$9,965.00	\$500.00	\$500.00
	ALTERNATE BID NO. 4 - Pavement Patching	1	S.Y.	\$50.00	\$50.00	\$488.00	\$488.00	\$73.50	\$73.50	\$200.00	\$200.00
	ALTERNATE BID NO. 5 - Pavement Marking	1	L.S.	\$2,500.00	\$2,500.00	\$560.00	\$560.00	\$1,631.00	\$1,631.00	\$2,000.00	\$2,000.00

■ Apparent Low Bidder

▲ Read as \$155,197.60 @ Bid Letting (Math Error)



City of St. John

115 East Fourth
P.O. Box 367
St. John, Kansas 67576
(620) 549-3208
Fax (620) 549-6188
Website: stjohnkansas.com

October 5, 2015

City of St John
115 East Fourth Avenue
St John, Kansas 67576

RE: Structure at 309 E Hoole
St John, Kansas 67576

Sirs/Madame:

Below please find a listing of the ordinance violations discovered upon inspection of the property of owned by Javier Flores by your city health officer which was done on September 10, 2015. The inspection does not include the interior of the dwelling.

Code 8-506 (t) Windows and doors shall be in good repair.

Code 8-507 Broken windows, open areas on skirting, trash/debris on property

As show through these images:



Sincerely,

Doris Tompkins RN/Admin/CBE
City Health Officer

Parcel ID: 52-04-0-20-16-001-00-0

Quick Ref: R3787

SFCENTRAL Propo:

Card

Tax Year: 2016

Run Date: 9/10/2015 9:49:40 A

OWNER NAME AND MAILING ADDRESS

FLORES, JAVIER

5974 N MANTON
CHICAGO, IL 60648

PROPERTY SITUS ADDRESS

302 E HOOLE AVE
Saint John, KS 67576

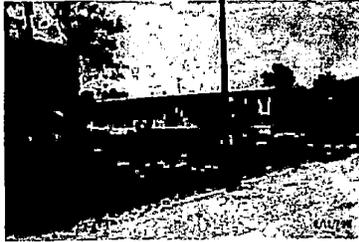


Image Date: 08/15/2011

LAND BASED CLASSIFICATION SYSTEM

Function: 1160 Manufactured h Sfx: 0
Activity: 1000 Residential activities
Ownership: 1100 Private-fee simple
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R
Living Units: 1
Zoning:
Neighborhood: 312 312
Economic Adj. Factor:
Map / Routing:
Tax Unit Group: 008

PROPERTY FACTORS

Topography: Level - 1
Utilities: All Public - 1
Access: Semi Improved Road - 2
Fronting: Residential Street - 4
Location: Neighborhood or Spot - 6
Parking Type: On and Off Street - 3
Parking Quantity: Adequate - 2
Parking Proximity: On Site - 3
Parking Covered:
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraisor	Contact	Code
06/28/2011	4:03 PM	7		CWM		
06/28/2011	4:03 PM	0		CWM		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
--------	--------	------	------------	--------	--------

2016 APPRAISED VALUE

Cls	Land	Building	Total
R	3,820	1,450	5,270
Total	3,820	1,450	5,270

2015 APPRAISED VALUE

Cls	Land	Building	Total
R	3,820	1,420	5,240
Total	3,820	1,420	5,240

PARCEL COMMENTS

Prop-NC: MH; Prop-Com: MH-LIBERTY

TRACT DESCRIPTION

RAILROAD ADDN ST JOHN, BLOCK 04, Lot
001 & , LOTS 1 2 3 12 13 14 & VAC ALLEY
LYING WITHIN

MARKET LAND INFORMATION

Method	Type	AC/SF	EFF	FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Fron	1-Regular Lot - 1		90	257	114									8	100 00	36 00	25 00	25 00	3,820

Total Market Land Value 3,820

SFCENTRAL Prop Record Card

Parcel ID: 152-04-0-20-16-001.00-0

Quick Ref: R3787

Tax Year: 2016

Run Date: 9/10/2015 9:49:41 A

DWELLING INFORMATION		COMP SALES INFORMATION		IMPROVEMENT COST SUMMARY	
Res Type:		Arch Style:		Dwelling RCN:	27,684
Quality:		Bsmt Type:		Percent Good:	4
Year Blt:	Est:	Total Rooms:	Bedrooms:	Mkt Adj:	100 Eco Adj: 100
Eff Year:		Family Rooms:		Building Value:	1,110
MS Style:		Full Baths:	Half Baths:		
LBCS Struct:		Garage Cap:			
No. of Units:		Foundation:			
Total Living Area:		MANUFACTURED HOMES		CALCULATED VALUES	
Calculated Area:		Res Type:	Manufactured Home	Cost Land:	3,820
Main Floor Living Area:		Style:	13-Singlewide	Cost Building:	0
Upper Floor Living Area Pct:		Year:	1975 Eff Year:	Cost Total:	3,820
CDU:		Quality:	1 15-LO	Income Value:	0
Phys/Func/Econ:	/ /	LBCS Struct:	Manufactured home	Market Value:	10,100
Ovr Pct Gd/Rsn:		Width:	12 Length: 56	MRA Value:	10,600
Remodel:		CDU:	PR- Class:	FINAL VALUES	
Percent Complete:		Phys/Func/Econ:	PR- / /	Value Method:	COST
Assessment Class:		Ovr Pct Gd/Rsn:		Land Value:	3,820
MU Cts/Pct:		Tagalong Style:		Building Value:	1,450
		Width:	Length:	Final Value:	5,270
		Post Value:	Yes	Prior Value:	5,240

No Sketch Available

BUILDING COMMENTS

SKETCH VECTORS

MANUFACTURED HOUSING COMPONENTS

Code	Units	Pct	Quality	Year
181-Aluminum Sheel		100		
223-Metal, Corrugated or Ribbed		100		
351-Warmed & Cooled Air		100		
402-Automatic Floor Cover Allowance				
601-Plumbing Fixtures (#)	5			
602-Plumbing Rough-ins (#)	1			
1501-Skirting, Metal or Vinyl, Vertical (LF)	136			

Parcel ID: L 152-04-0-20-16-001.00-0

SFCENTRAL Proprietary Record Card

Quick Ref: R3787

Tax Year: 2016

Run Date: 9/10/2015 9:49:41 A.

COMMENTS

IMPROVEMENT COST SUMMARY

Other Improvement RCN: 6,830

Eco Adj:

Other Improvement Value: 340

AG LAND SUMMARY

Dry Land Acres: 0.00

Irrigated Acres: 0.00

Native Grass Acres: 0.00

Tame Grass Acres: 0.00

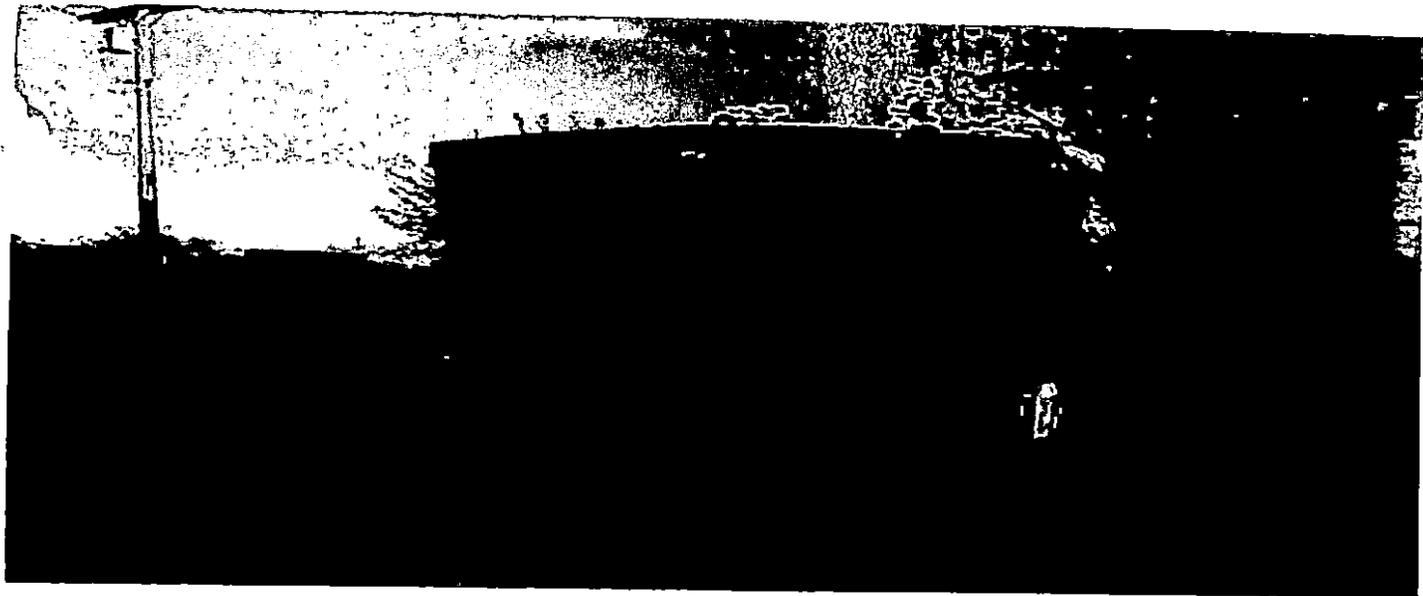
Total Ag Acres: 0.00

Total Ag Use Value: 0

Total Ag Mkt Value: 0

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCIs	Rank	Qty	Yr	Bit	Eff	Yr	LBCS	Area	Perfm	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	152-Residential Garage - Detac	D	0.84	1	1945					264	68	8	22 X 12	1	1	2					6,830	5.0	340







City of St. John

115 East Fourth
P.O. Box 367
St. John, Kansas 67576
(620) 549-3208
Fax (620) 549-6188
Website: stjohnkansas.com

March 22, 2016

Javier Flores
5974 N. Manton
Chicago, IL 60646

Re: Resolution Number: 2016-05
Dangerous and unfit structures.
St. John, Kansas

Dear Mr. Flores:

At the March 14, 2016 council meeting, the council adopted resolution number #2016-05 setting a date and time of 7:00p.m. on May 3, 2016 for the interest owners of 302 E Hoole St. John, Kansas to appear and address the council why this structure located at 302 E. Hoole should not be condemned and ordered repaired or demolished. You are receiving this letter as an interest owner of this property.

I have enclosed a copy of the adopted resolution and a copy of the public officer's report regarding your property. As part of the city's efforts to clean up properties in town, the city has established a land bank. You may be able to claim a tax deduction by donating your property to the land bank. If you are interested or want additional information, please call City Hall at 620-549-3208.

Very Truly Yours,

LaDona S Garcia
City Clerk

Enclosures:

Resolution 2016-05
Public Officer's Report
Pictures

RESOLUTION NO.2016-05

**A RESOLUTION BY THE GOVERNING BODY
OF THE CITY OF ST. JOHN, KANSAS FIXING TIME AND PLACE FOR
INTEREST OWNERS TO APPEAR AND SHOW CAUSE WHY CERTAIN
STRUCTURES SHOULD NOT BE CONDEMNED**

WHEREAS, the governing body of the City of St. John, Kansas is charged with the responsibility of enforcing the City Code; and

WHEREAS, the City Code contains Chapter IV, Article 5, pertaining to dangerous and unfit structures within the city limits of the City of St. John, Kansas providing the City the authority to have any unsafe, dangerous or unfit structure repaired or demolished; and

WHEREAS, the public officer has given written notice to the governing body that there are certain structures within the City which appear to be unsafe, dangerous or unfit for human habitation which notice is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, as provided in Exhibit "A", the public officer has determined that 213 South Broadway and 302 E. Hoole, St. John, Kansas, appear to be unsafe, dangerous, or unfit for human habitation; and

WHEREAS, in accordance with City Code Section 4-705, the governing body is required to fix a time and place at which the owners of the properties listed in Exhibit "A", the owners' agents, any lien holder of record, and any occupant of any of the structures may appear and show cause why the structures should not be condemned and ordered repaired or demolished.

NOW, THEREFORE, be it resolved by the governing body that all owners, owners' agents, any lien holder of record, and any occupant of the structures described on Exhibit "A" should be given notice in writing that they have the right to appear and show cause why such structure should not be condemned and ordered repaired or demolished; and

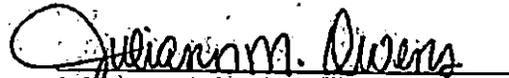
BE IT FURTHER RESOLVED, that this Resolution and Exhibit "A" shall be published once each week for two consecutive weeks on the same day of each week in the City's official newspaper; and

BE IT FURTHER RESOLVED, that the hearing shall be set before the governing body on May 3, 2016, at 7:00 p.m. in the City Hall of the City of St. John; and

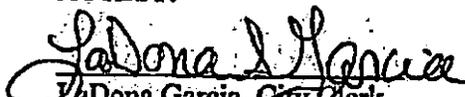
BE IT FURTHER RESOLVED, that a copy of this Resolution shall be mailed by certified mail within three days after its first publication to each such owner, agent, lien holder and occupant at the last known address and shall be marked "delivered to addressee only"; and

BE IT FURTHER RESOLVED, the governing body, at such hearing, determine from information provided by the owner, agent, lien holder and occupant and City staff as to whether the structure is dangerous, unsafe or unfit for human use or habitation and shall make a determination as to what further course of action to take with respect to any structure which may include but not be limited to repair or demolition.

This Resolution is approved and adopted this 14th day of March, 2016, and it shall be effective upon publication in the official newspaper.


Julian Owens, Mayor

ATTEST:


LaDonna Garcia, City Clerk

.....

Stafford County Health Department

610 East First Avenue St John, Kansas 67576 Phone 620-549-3504

March 10, 2016

City of St John
115 East Fourth Avenue
St John, Kansas 67576

Dear Sir/Madame:

Due to lack of improvement of the property, and continued violations it is recommended that these properties be condemned:

Dorothy Toot property
213 South Broadway
St John, Kansas

This property is in violation of St John City ordinances as follows:

8-508 (3) Dilapidation.

8-508 (4) Structural defects

8-508 (8) Unsightly appearance that constitutes a blight to the adjoining property, neighborhood or city.

8-509 (1) Dead trees and other unsightly growth

Structure at 302 East Hoole
St John, Kansas 67576

8-506 (t) Windows and doors shall be in good repair.

8-507 Broken windows, open areas on skirting, trash/debris on property

8- 508 (3) Dilapidation

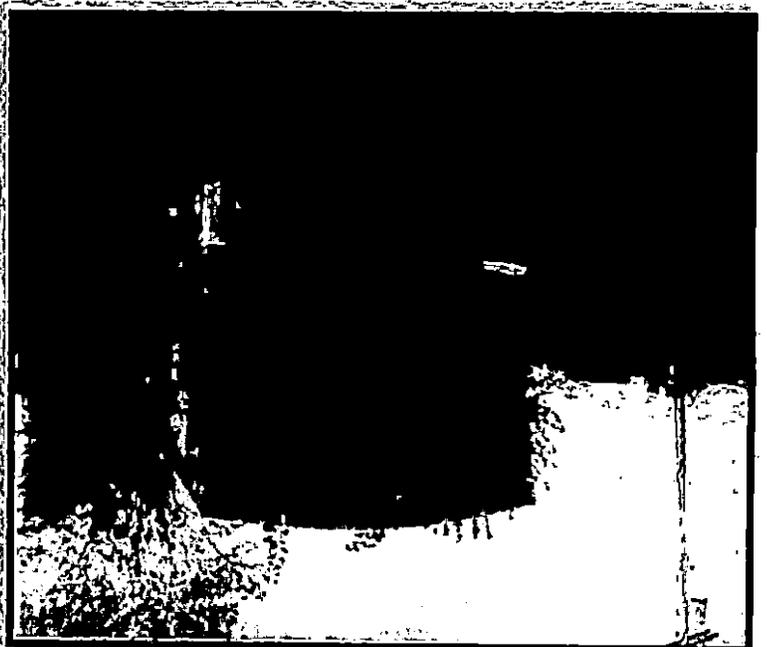
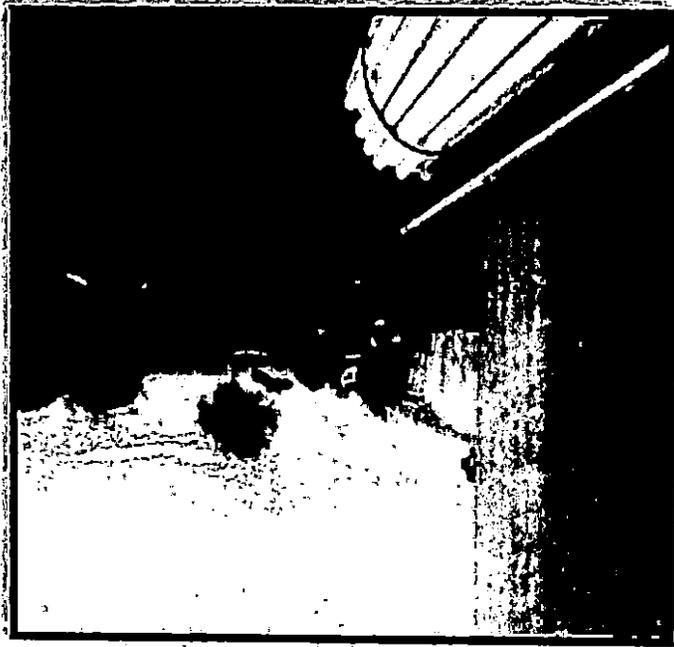
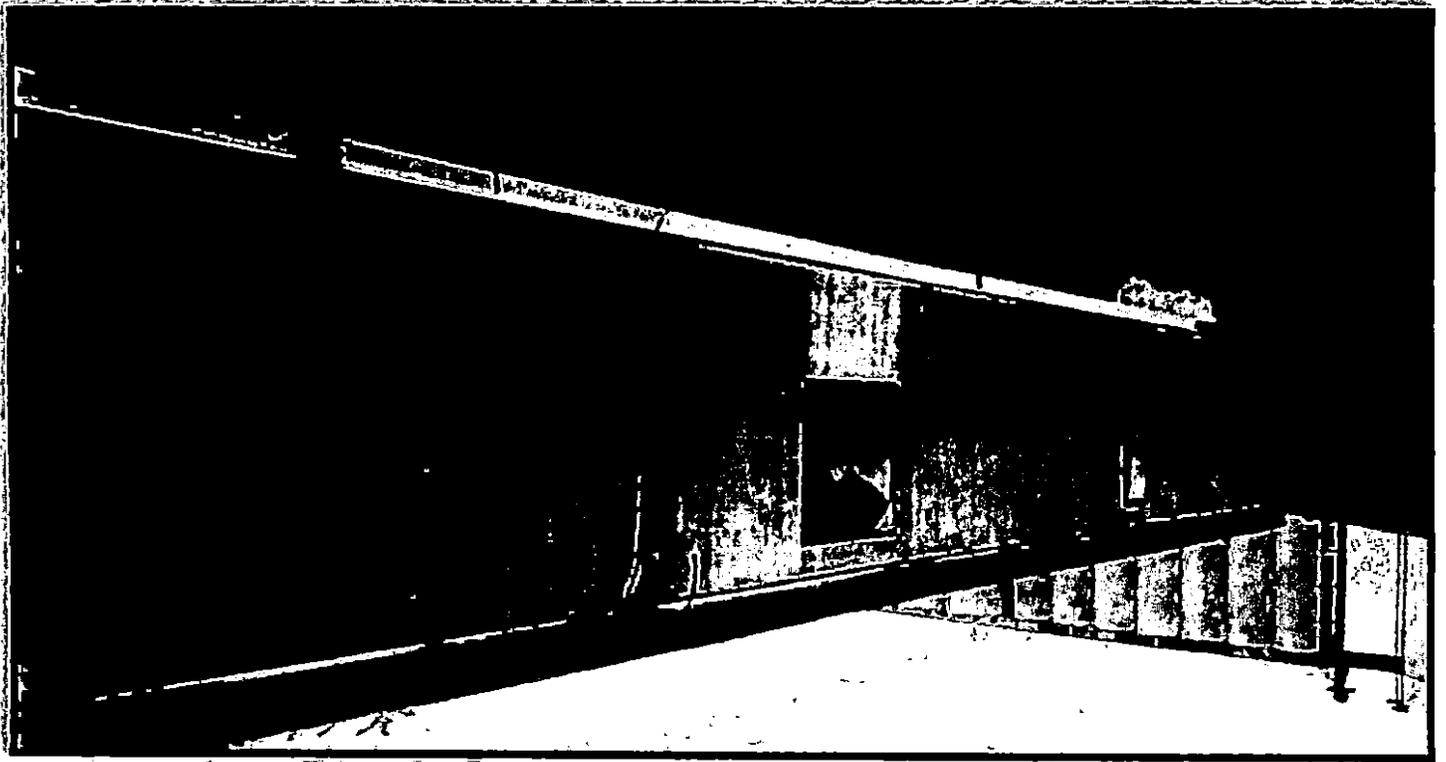
8-508 (4) Structural defects.

Sincerely,

Chelsea Keck RN

Chelsea Keck RN
Stafford County Health Department

.....



302 E HOOLE





City of St. John

115 East Fourth
P.O. Box 367
St. John, Kansas 67576
(620) 549-3208
Fax (620) 549-6188
Website: stjohnkansas.com

City of St John
115 East Fourth Avenue
St John, Kansas 67576

October 5, 2015

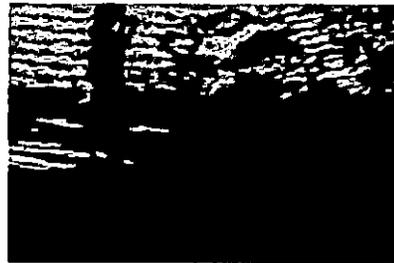
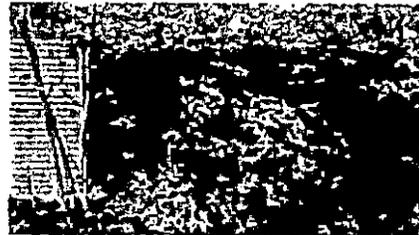
Re: Dorothy Toot property
213 South Broadway
St John, Kansas

This property is in violation of St John City ordinances as follows:

- 8-508 (3) Dilapidation.
- 8-508 (4) Structural defects.
- 8-508 (8) Unsightly appearance that constitutes a blight to the adjoining property, neighborhood or city.
- 8-509 (1) Dead trees and other unsightly growth

The property as noted has been vacant for many years. The roof has fallen in on the back and the walls and siding are in very poor condition.

As show through these images:



Sincerely,

Doris Tompkins RN/Admin/CBE
City Health Officer

To Mayor & City Council,

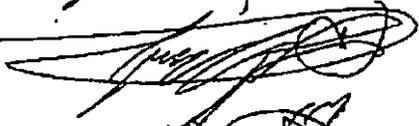
✓ Jay Menden and the undersigned, File
this complaint on our behalf. The residence of Betty
Tost on South Broadway ~~is~~ ^{is} owned by Ed Tost.

This property is in a run down state, alleys & wild
cats live in and under the property. The house is coming
down in the back of the house. As in our opinion

obnoxious, we request the City of St. John take appropriate
action to bring this property up to code.

Thank you

Jay Menden



Home Improvement For
North Street Office

Parcel ID: 152-04-0-20-12-004.00-0

Quick Ref: R376B

SFCENTRAL Proprietary Record Card

Tax Year: 2016

Run Date: 9/10/2015 10:18:31

OWNER NAME AND MAILING ADDRESS

TOOT ROBERT D : ET AL

BOX 294
ST JOHN, KS 67578-0000

PROPERTY SITUS ADDRESS

213 S BROADWAY
Saint John, KS 67576



Image Date: 08/15/2011

LAND BASED CLASSIFICATION SYSTEM

Function: 1101 Single family re: Sfx: 0
Activity: 1100 Household activities
Ownership: 1100 Private-fee simple
Site: 6000 Developed site - with building

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R
Living Units: 1
Zoning:
Neighborhood: 313 313
Economic Adl. Factor:
Map / Routing:
Tax Unit Group: 008

PROPERTY FACTORS

Topography: Level - 1
Utilities: All Public - 1
Access: Paved Road - 1, Sidewalk - 6
Fronting: Residential Street - 4
Location: Neighborhood or Spot - 6
Parking Type: On and Off Street - 3
Parking Quantity: Adequate - 2
Parking Proximity: On Site - 3
Parking Covered:
Parking Uncovered:

2016 APPRAISED VALUE

Cls	Land	Building	Total
R	1,680	700	2,380
Total	1,680	700	2,380

2015 APPRAISED VALUE

Cls	Land	Building	Total
R	1,680	720	2,400
Total	1,680	720	2,400

TRACT DESCRIPTION

KENDALL'S SUBDIVISION, BLOCK 08, Lot 015
- 17

PARCEL COMMENTS

Prop-NC: NH, MP, Prop-Com: SPACE HEATER; ATLAS 12' X 42' BOB TOOT, App-Com: 0000000185-

MARKET LAND INFORMATION

Method	Type	ACISF	Eff FF	Depth	D-Fact	Inff	Fact1	Inff2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Fron	1-Regular Lot - 1		120	122	0.91	5	45						6	100.00	36.00	25.00	25.00	1,680

Total Market Land Value 1,680

SFCENTRAL Props. Cord Card

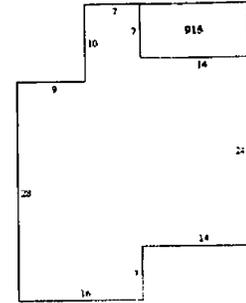
Parcel ID: L. 52-04-0-20-12-004.00-0

Quick Ref: R3768

Tax Year: 2016

Run Date: 9/10/2015 10:18:31

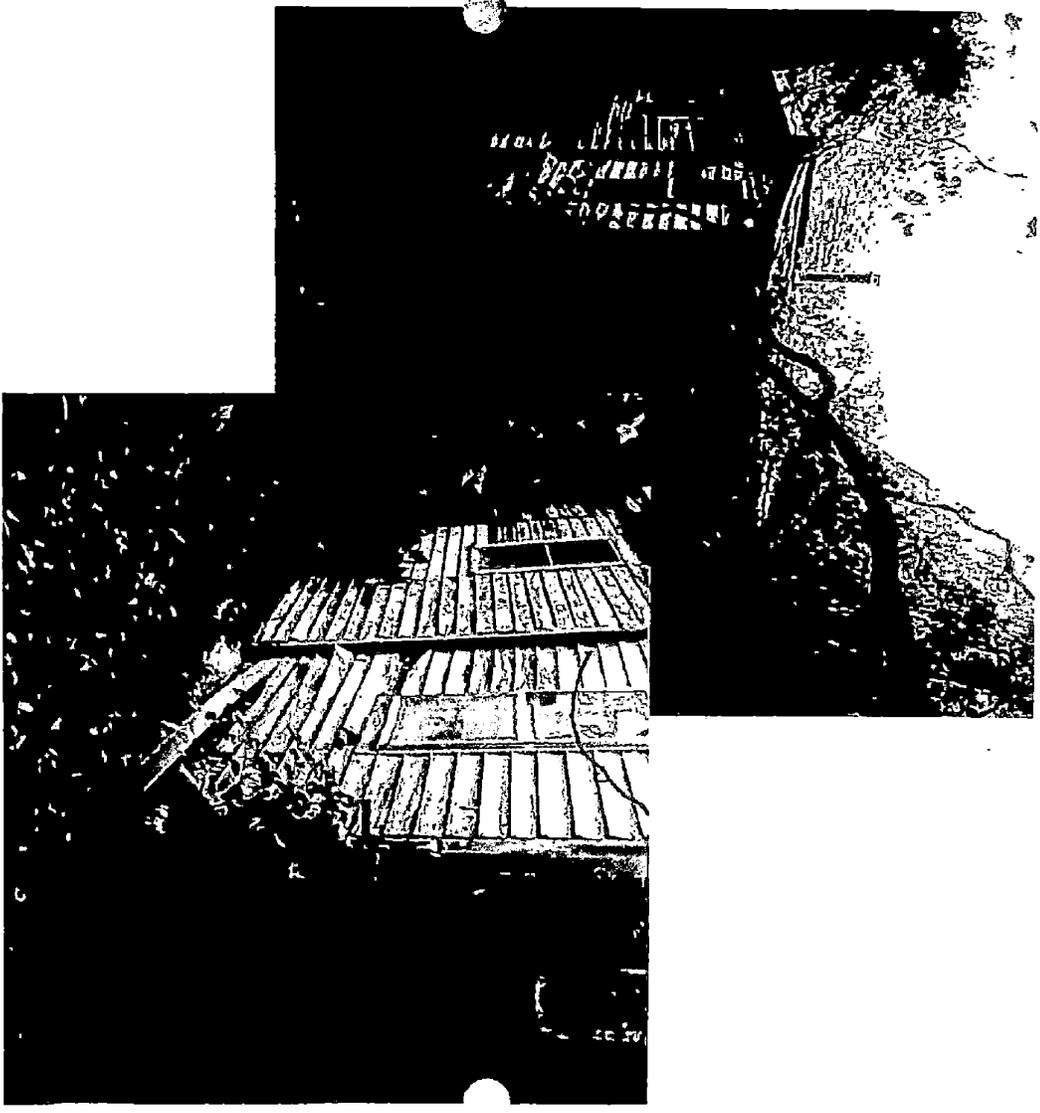
DWELLING INFORMATION		COMP SALES INFORMATION		IMPROVEMENT COST SUMMARY	
Res Type:	1-Single-family Residence	Arch Style:	09-Old Style	Dwelling RCN:	69.641
Quality:	2 00-FR	Bsmt Type:	2-Crawl - 2	Percent Good:	1
Year Blt:	1900 Est: Yes	Total Rooms:	4 Bedrooms: 2	Mkt Adj:	100 Eco Adj: 100
Eff Year:		Family Rooms:		Building Value:	700
MS Style:	1-One Story	Full Baths:	1 Half Baths:	Other Improvement RCN:	0
LBCSStruct:	1110-Detached SFR unit	Garage Cap:		Other Improvement Value:	0
No. of Units:		Foundation:	Other - 6	CALCULATED VALUES	
Total Living Area:				Cost Land:	1,680
Calculated Area:	854			Cost Building:	700
Main Floor Living Area:	854			Cost Total:	2,380
Upper Floor Living Area Pct:				Income Value:	0
CDU:	VP-			Market Value:	1,100
Phys/Func/Econ:	VP / /			MRA Value:	-5,700
Ovr Pct Gd/Ran:				FINAL VALUES	
Remodel:				Value Method:	COST
Percent Complete:				Land Value:	1,680
Assessment Class:				Building Value:	700
MU Cls/Pct:				Final Value:	2,380
				Prior Value:	2,400



BUILDING COMMENTS
 DwellCom: A1-10 0070sf, A2-63 0098sf, A3-10 0168sf; DwellComp: SPACE HEATER, OBY cond = U

SKETCH VECTORS
 A0CU28R9U10R7D7R14D24L14D7L16, A1U31R16CU7X14

DWELLING COMPONENTS				
Code	Units	Pct	Quality	Year
104-Frame, Plywood or Hardboard		100		
208-Composition Shingle		100		
307-Floor Furnace		100		
402-Automatic Floor Cover Allowance				
601-Plumbing Fixtures (#)	5			
602-Plumbing Rough-ins (#)	1			
622-Raised Subfloor (% or SF)	854			
915-Enclosed Wood Deck (SF), Solid Wall	98	1.00		
1637-Storage Building, Wood (SF)	126	2.00	1910	





FILED
CLERK DIST COURT

2001 DEC -7 A 9:36

IN THE DISTRICT COURT OF STAFFORD COUNTY, KANSAS

In re.
DOROTHY M. TOOT
deceased

STAFFORD CO. KANSAS
DEPUTY *[Signature]*

Case No. 01-P-57

ORDER DETERMINING DESCENT

NOW on this 7th day of December, 2001, this matter comes on for hearing on the Petition for Determination of Descent filed by Jean Ring, an heir herein.

The petitioner appears in person and by her attorney, Dennis J. Keenan. There are no other appearances.

After examining the file, hearing the evidence, statements and arguments of counsel, and being duly advised in the premises, the Court finds:

1. That Dorothy M. Toot died intestate on September 4, 1994, a resident of Stafford County, Kansas.
2. More than six (6) months have passed since the death of the decedent.
3. That due diligence has been exercised in the search for names, ages, relationships, residences and addresses of heirs, devisees and legatees.
4. That notice of this hearing has been given as required by law and the Order of this Court and proof thereof has been filed herein and is approved.
5. That the allegations of the petition are true.
6. That none of the persons interested in this estate are in the military service of the United States or its allies as defined in the Solders' and Sailors Civil Relief Act of 1940, as amended.

WHEREFORE, the Court determines that the following described real estate shall vest as follows:

Jean Ring	1/3rd
Janice Toot	1/3rd
Robert Toot	1/3rd

as tenants-in-common:

Lots Fifteen (15), Sixteen (16), and Seventeen (17) in Block

DENNIS J. KEENAN
RICHARD A. ROECKMAN
1121 WASHINGTON
P.O. DRAWER 1586
GREAT BEND, KS 67530
PHONE: 716-792-1100
FAX 716-792-1102

Page 2 – Order

Eight (8) of Kendall's Subdivision, being a part of:

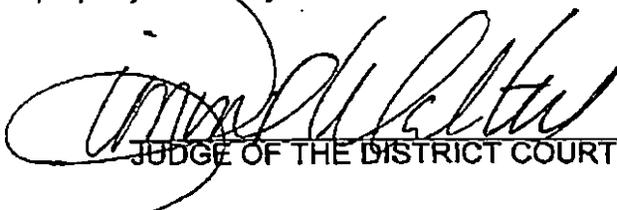
Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of
Section Nineteen (19), Township Seventeen (17), Range Fifteen
(15) West, Barton County, Kansas,

All personal property, including but not limited to funds in First National Bank in St. John,
Kansas, shall be vested as follows:

Jean Ring	1/3rd
Janice Toot	1/3rd
Robert Toot	1/3rd

and to any other real estate or personal property owned by the decedent.

IT IS SO ORDERED.



JUDGE OF THE DISTRICT COURT

(SEAL)

DENNIS J. KEENAN
KEENAN & BOECKMAN
ATTORNEYS AT LAW, P.A.
1121 Washington; P.O. Drawer 1586
Great Bend, Kansas 67530
Telephone (316) 792-1100
Attorney for Petitioner

DENNIS J. KEENAN
RICHARD A. BOECKMAN
1121 WASHINGTON
P.O. DRAWER 1586
GREAT BEND, KS 67530
PHONE: 316-792-1100
FAX: 316-792-1102



City of St. John

115 East Fourth
P.O. Box 367
St. John, Kansas 67576
(620) 549-3208
Fax (620) 549-6188
Website: stjohnkansas.com

March 22, 2016

Robert D Toot
Po Box 294
St John, KS 67576

Re: Resolution Number: 2016-05
Dangerous and unfit structures
St. John, Kansas

Dear Mr. Toot:

At the March 14, 2016 council meeting, the council adopted resolution number #2016-05 setting a date and time of 7:00p.m. on May 3, 2016 for the interest owners of all structures at 213 S Broadway St. John, Kansas to appear and address the council why these structures located at 213 S Broadway should not be condemned and ordered repaired or demolished. You are receiving this letter as an interest owner of these properties.

I have enclosed a copy of the adopted resolution and a copy of the public officer's report regarding your properties. As part of the city's efforts to clean up properties in town, the city has established a land bank. You may be able to claim a tax deduction by donating your property to the land bank. If you are interested or want additional information, please call City Hall at 620-549-3208.

Very Truly Yours,

LaDona S Garcia
City Clerk

Enclosures:

Resolution 2016-05
Public Officer's Report
Pictures



City of St. John

115 East Fourth
P.O. Box 367
St. John, Kansas 67576
(620) 549-3208
Fax (620) 549-6188
Website: stjohnkansas.com

March 22, 2016

Joyce R Ring
520 N Main
Stafford, KS 67578

Re: Resolution Number: 2016-05
Dangerous and unfit structures
St. John, Kansas

Dear Ms. Ring:

At the March 14, 2016 council meeting, the council adopted resolution number #2016-05 setting a date and time of 7:00p.m. on May 3, 2016 for the interest owners of all structures at 213 S Broadway St. John, Kansas to appear and address the council why these structures located at 213 S Broadway should not be condemned and ordered repaired or demolished. You are receiving this letter as an interest owner of these properties.

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Very Truly Yours,

A handwritten signature in black ink, reading "LaDona S Garcia". The signature is written in a cursive style with a large, looping initial "L".

LaDona S Garcia
City Clerk

Enclosures:

Resolution 2016-05
Public Officer's Report
Pictures



City of St. John

115 East Fourth
P.O. Box 367
St. John, Kansas 67576
(620) 549-3208
Fax (620) 549-6188
Website: stjohnkansas.com

March 22, 2016

Janice Toot
C/o Robert D Toot
Po Box 294
St John, KS 67576

Re: Resolution Number: 2016-05
Dangerous and unfit structures
St. John, Kansas

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Very Truly Yours,

LaDona S Garcia
City Clerk

Enclosures:

Resolution 2016-05
Public Officer's Report
Pictures

Stafford County Health Department

610 East First Avenue St John, Kansas 67576 Phone 620-549-3504

March 10, 2016

City of St John
115 East Fourth Avenue
St John, Kansas 67576

Dear Sir/Madame:

Due to lack of improvement of the property, and continued violations it is recommended that these properties be condemned.

Dorothy Toot property
213 South Broadway
St John, Kansas

This property is in violation of St John City ordinances as follows:

8-508 (3) Dilapidation.

8-508 (4) Structural defects

8-508 (8) Unsightly appearance that constitutes a blight to the adjoining property, neighborhood or city.

8-509 (1) Dead trees and other unsightly growth

Structure at 302 East Hoole
St John, Kansas 67576

8-506 (f) Windows and doors shall be in good repair.

8-507 Broken windows, open areas on skirting, trash/debris on property

8-508 (3) Dilapidation

8-508 (4) Structural defects.

Sincerely,

Chelsea Keck RN

Chelsea Keck RN
Stafford County Health Department

RESOLUTION NO.2016-05

**A RESOLUTION BY THE GOVERNING BODY
OF THE CITY OF ST. JOHN, KANSAS FIXING TIME AND PLACE FOR
INTEREST OWNERS TO APPEAR AND SHOW CAUSE WHY CERTAIN
STRUCTURES SHOULD NOT BE CONDEMNED**

WHEREAS, the governing body of the City of St. John, Kansas is charged with the responsibility of enforcing the City Code; and

WHEREAS, the City Code contains Chapter IV, Article 5, pertaining to dangerous and unfit structures within the city limits of the City of St. John, Kansas providing the City the authority to have any unsafe, dangerous or unfit structure repaired or demolished; and

WHEREAS, the public officer has given written notice to the governing body that there are certain structures within the City which appear to be unsafe, dangerous or unfit for human habitation which notice is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, as provided in Exhibit "A", the public officer has determined that 213 South Broadway and 302 E. Hoole, St. John, Kansas, appear to be unsafe, dangerous, or unfit for human habitation; and

WHEREAS, in accordance with City Code Section 4-705, the governing body is required to fix a time and place at which the owners of the properties listed in Exhibit "A", the owners' agents, any lien holder of record, and any occupant of any of the structures may appear and show cause why the structures should not be condemned and ordered repaired or demolished.

NOW, THEREFORE, be it resolved by the governing body that all owners, owners' agents, any lien holder of record, and any occupant of the structures described on Exhibit "A" should be given notice in writing that they have the right to appear and show cause why such structure should not be condemned and ordered repaired or demolished; and

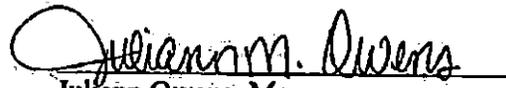
BE IT FURTHER RESOLVED, that this Resolution and Exhibit "A" shall be published once each week for two consecutive weeks on the same day of each week in the City's official newspaper; and

BE IT FURTHER RESOLVED, that the hearing shall be set before the governing body on May 3, 2016, at 7:00 p.m. in the City Hall of the City of St. John; and

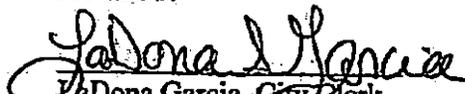
BE IT FURTHER RESOLVED, that a copy of this Resolution shall be mailed by certified mail within three days after its first publication to each such owner, agent, lien holder and occupant at the last known address and shall be marked "delivered to addressee only"; and

BE IT FURTHER RESOLVED, the governing body, at such hearing, determine from information provided by the owner, agent, lien holder and occupant and City staff as to whether the structure is dangerous, unsafe or unfit for human use or habitation and shall make a determination as to what further course of action to take with respect to any structure which may include but not be limited to repair or demolition.

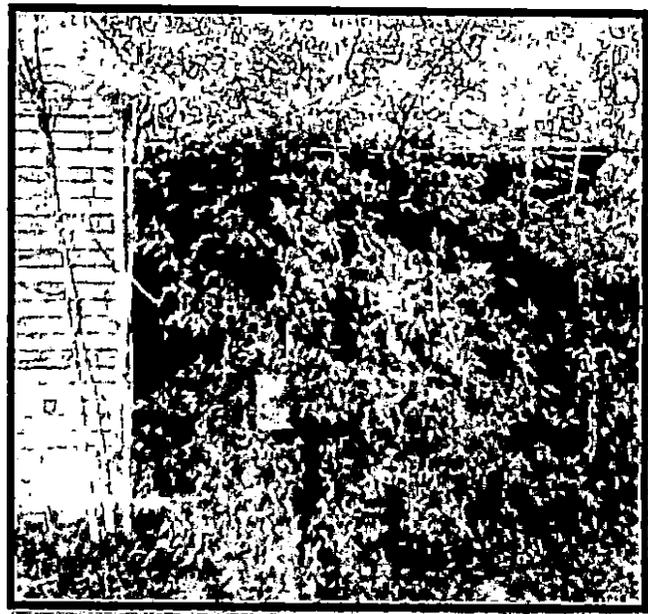
This Resolution is approved and adopted this 14th day of March, 2016, and it shall be effective upon publication in the official newspaper.

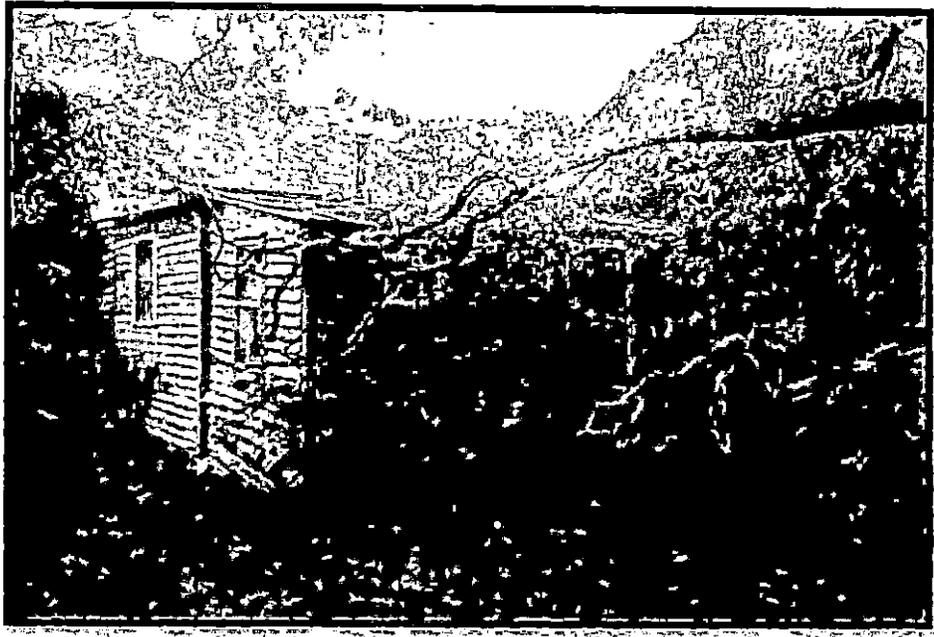

Juliann Owens, Mayor

ATTEST:


LaDona Garcia, City Clerk

213 S BROADWAY





Ordinance Amending Electric Utility Rates

Ordinance No. 967

Whereas the cost of power has necessitated a rate increase for the retail customers of the City of St John, Kansas,

Now therefore be it ordained by the city of governing body of St John, Kansas as follows:

The current code sections 4-431, 4-432, 4-435, and 4-436 are hereby repealed and the following new code sections are hereby adopted:

4-431 RESIDENTIAL USER RATE

Effective with billings to all consumers subsequent to September 4, 2007, all electric energy purchased from the City by residential users shall be billed at the following rate:

First 100 kwhs per billing month	\$0.089 per kWh
All additional kwhs	\$0.1055 per kWh
Plus applicable fuel adjustment	

slb base fee

MINIMUM CHARGE is \$6.00 per meter and service charge per month as provided by section 4-436

not min. chg

4-432 COMMERCIAL USER RATE

Effective with billings to all consumers subsequent to September 4, 2007, all electric energy purchased from the City by commercial users shall be billed at the following rate:

All kWhs	\$0.1055 per kWh
Plus applicable fuel adjustment	

*slb base fee
not min. chg.*

MINIMUM CHARGE is \$9.00 per meter and service charge per month as provided by section 4-436

4-435 ENERGY COST ADJUSTMENT

The rates for energy for retail rate schedules shall be adjusted up or down by \$0.0001 per kWh (KWH) for each \$0.0001 increase or decrease in the average cost of energy per kWh as computed by the following formula:

$$\frac{\text{The actual total purchased power cost} \times 1.11 \text{ for the previous twelve months}}{\text{The actual total kWhs purchased or generated over the previous twelve months}} - \text{The total cost of power during base period} = \text{ECA}$$