

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, May 15, 2023

7:00 p.m.

MEETING #5248

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Building Safety Month Proclamation

Public Works Proclamation Week

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

CONSENT CALENDAR

1. Approval of Special City Commission Meeting Minutes, May 1, 2023.
2. Appropriation Ordinance No.10, May 15, 2023.
3. Cereal Malt Beverage License:
 - a. High Five Investments, LLC

ORDINANCES & RESOLUTIONS

Resolution No. 2023-16: A Resolution of the City of Dodge City, Kansas to Designate the City Website as Official City Newspaper as Required by Charter Ordinance Number 43. Report by Nicole May, Finance Director.

Resolution No. 2023-17: A Resolution of the City of Dodge City, Kansas, Authorizing Certain Public Improvements and Providing for the Payment of the Costs Thereof. Report by Nicole May, Finance Director.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval to Purchase a Graco Linelazer Paint Machine for Public Works Department. Report by Corey Keller, Public Works Director.
2. Approval of the Quotes for the for the INK Grant for Kiosks, Conduit Install, Fiber Outdoor Digital Directory Displays. Report by Ray Slattery, Director of Engineering.
3. Approval of Special Assessment Proceedings for Milstock Addition Unit 2. Report by Nicole May, Finance Director.
4. Approval of Special Assessment Proceedings for Casa del Rio Addition. Report by Nicole May, Finance Director.
5. Approval of Special Assessment Proceedings – Candletree Addition Unit 6. Report by Nicole May, Finance Director.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

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OTHER BUSINESS

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ADJOURNMENT



Proclamation

Building Safety Month — May 2023

Whereas the City of Dodge City is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas “It Starts with You,” The theme for Building Safety Month 2023, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Michael Burns, Mayor of the City of Dodge City, do hereby proclaim the month of May 2023 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Mayor

PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, and snow removal; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Michael Burns, Mayor of the City of Dodge City, do hereby proclaim the week of May 21 through May 27, 2023 as

“NATIONAL PUBLIC WORKS WEEK”

in the City of Dodge City, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and the Seal of the City of Dodge City this 15th day of May, 2023.

Michael Burns, Mayor

Attest

Connie Marquez, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, May 1, 2023

7:00 p.m.

MEETING #5247

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CALL TO ORDER

ROLL CALL Mayor Michael Burns, Commissioners Rick Sowers, Chuck Taylor, Kent Smoll, Vic Mayor Joseph Nuci reported absent.

INVOCATION BY

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Michael Burns opened the public hearing to consider the establishment of a rural housing incentive district and adoption of a plan (United Village). Mollea Wainscott, Assistant Director of Economic Development said the RHID district would be in south Dodge City, the developer Rick Marbouf will build 205 single family homes which will be valued at \$200,000.

Leona Stacey a citizen of Dodge City who lives down south had concerns that with the development of the new homes there would be more traffic on McArtor Road. Also concerned about property values and code enforcement. Code enforcement needs to be enforced.

Mayor Michael Burns closed the public hearing.

APPROVAL OF AGENDA

Commissioner Chuck Taylor moved to approve the agenda as presented. Commissioner Kent Smoll seconded the motion. The motion carried 4 -0.

PETITIONS & PROCLAMATIONS

Mayor Michael Burns read the National Historic Preservation Month Proclamation and proclaimed May 2023 as National Historic Preservation Month and called upon the people of Dodge City to join their fellow citizens across the United States in recognizing and participating in this special observance. Coral, Main Street Director thanked the commission for recognizing national preservation month.

Mayor Michael Burns read the National Travel & Tourism Week Proclamation and proclaimed May 7 thru May 13, 2023 as National Travel & Tourism Week the City of Dodge City with the aid of the Convention and Visitors Bureau, will hold a reception on May 9th from 9:00 AM to 10:00 AM at the Boot Hill Museum, with complementary Historic Trolley Tours on that day at 10:30 AM and 1:30 PM in observance of Travel and Tourism Week, and urge the citizens to join in this special observance with appropriate events and activities. There will be three ribbon cuttings for the murals going up in downtown Dodge City.

Megan Welsh, Director of the Convention and Visitors Bureau said there would be different activities for the community to get engaged in and involved in during this week. He thanked the commission for all the support over the years.

Mayor Michel Burns read the proclamation for National Train Day and proclaimed May 13th as national train day. Megan Welsh, Director of the Convention and Visitors Bureau thanked the commission for the support of the Amtrak train service.

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

Ryan Reid, Director of Administration presented the Safety Spotlight Award to Tony Hornburger, Parks Maintenance Supervisor for ensuring a safe working environment for all city employees. Daniel Cecil, Parks and Facilities Director presented Tony with the award. Congratulations to Tony.

CONSENT CALENDAR

1. Approval of Special City Commission Meeting Minutes, April 14, 2023.
2. Approval of City Commission Meeting Minutes, April 17, 2023.
3. Appropriation Ordinance No.9, May 1, 2023.
4. Cereal Malt Beverage License:
 - a. Love's Travel Stops #558, 2505 E. Trail Street.

(On file in City Clerk's office)

Commissioner Kent Smoll moved to accept the consent calendar as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 4 -0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3794: An Ordinance of the Governing Body of the City of Dodge City, Kansas, Establishing a Rural Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (United Village) was approved on a motion by Commissioner Chuck Taylor. Commissioner Kent Smoll seconded the motion. The motion carried 4 -0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers move to approve the proposed agreements from PEC in the amount of \$83,250 for water & sewer master plans of the City’s water distribution system and sanitary sewer collection system. Commissioner Chuck Taylor seconded the motion. The motion carried 4- 0.
2. Commissioner Kent Smoll moved to approve the NAESB and transaction confirmation for three years with STX Commodities and to purchase the environmental attributes of our industrial biogas stream at \$19/MMBtu and our industrial “brown gas”. Commissioner Chuck Taylor seconded the motion. The motion carried 4 -0.
3. Commissioner Rick Sowers moved to approve the Special Assessment Proceedings for Milstock Addition Unit 2. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.
4. Commissioner Rick Sowers moved to approve the Special Assessment Proceedings for Casa del Rio Addition. Commissioner Kent Smoll seconded the motion. The motion carried 4 – 0.
5. Commissioner Rick Sowers moved to approve the Special Assessment Proceedings for Candletree Addition Unit 6. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Chuck Taylor moved to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried 4 -0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: May 11, 2023

Subject: Resolution No. 2023-16

Agenda Item: Ordinances and Resolutions

Purpose: Due to changing times, newspapers are not as widely read as they once were. The Dodge City Daily Globe is only published three days a week. Allowing items to be published on the City's web page instead of in the newspaper will insure that notices are posted within the required timeframes.

Recommendation: Staff recommends the approval of Resolution No. 2023-16.

Background: State statute requires that certain items of City business be published in the officially designated newspaper. Due to times changing, it is now allowable to designate the City's website as the official city newspaper. Charter Ordinance No. 42, the first step in the process, was approved at the March 7, 2022 Commission meeting.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations:

None

Legal Considerations: Resolution was drafted by City Attorney.

Mission/Values: To promote open communications, honesty and integrity.

Attachments: Resolution No. 2023-16

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

A Resolution of the City of Dodge City, Kansas to Designate the City Website as Official
City Newspaper as Required by Charter Ordinance Number 43

RESOLUTION NO. 2023-16

WHEREAS, the City of Dodge City, Kansas (the "City") through the actions of its City Commission has passed a Charter Ordinance No. 43 exempting itself from the provisions of K.S.A. 64-101 on March 7, 2022; and,

WHEREAS, Charter Ordinance No. 43 requires the passage of a resolution to designate the website of the City of Dodge City, Kansas as the City's official newspaper; and,

WHEREAS, the Charter Ordinance took effect on March 7, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, as follows:

1. That the website of the City of Dodge City, Kansas found at www.dodgecity.org shall be the official City newspaper for the City of Dodge City, Kansas.
2. This Resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until such time as future action is taken by the governing Body.

ADOPTED by the Governing Body of the City of Dodge City, Kansas on this 15th day of May, 2023.

Mayor

Attest:

Connie Marquez, City Clerk

City Attorney



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: May 11, 2023
Subject: Resolution 2023-17
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution 2023-17.

Background: So that the City can obtain financing for construction projects in the form of general obligation bonds or temporary notes, the project first needs to be authorized by Resolution of the City of Dodge City. In the future the City Commission will approve the 2023 projects to be financed by General Obligation Bonds. These projects are: Levee Improvements in the amount of \$2,300,000 and 14th Street Bridge Repairs in the amount of \$800,000. In the approval resolution, the public art fund contribution is to be added to each project. Resolution No. 2023-17 formalizes the approval process for bond financing.

Justification: To issue General Obligation Bonds for public improvement projects need to be authorized by Resolution.

Financial Considerations: Once the projects are authorized, funding will be issued to fund these projects.

Purpose/Mission: To maintain and improve the infrastructure in Dodge City.

Legal Considerations: All legal considerations have been satisfied by the proposed resolution.

Attachments: Resolution No. 2023-17.

RESOLUTION NO. 2023-17

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Dodge City, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

WHEREAS, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

WHEREAS, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS:

Section 1. Public Improvements; Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (the “Improvements”):

<u>Description</u>	<u>Estimated Cost*</u>
Levee System Rehabilitation	\$2,300,000
14 th Street Bridge Repair	<u>800,000</u>
Total	\$3,100,000

* Plus amounts for public art pursuant to Ordinance 3603

The costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

Section 2. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED AND APPROVED by the governing body of the City of Dodge City, Kansas, on May 15, 2023.

(Seal)

Mayor

ATTEST:

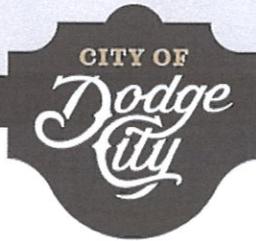
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 15, 2023, as the same appears of record in my office.

DATED: May 15, 2023.

Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Corey Keller, Public Works Director

Date: May 10, 2023

Subject: Approval to Purchase a Linelazer Paint Machine

Agenda Item: New Business

Purpose: The purpose of this purchase is to replace an old Linelazer paint machine purchased in 2008.

Recommendation: To approve the purchase of one Linelazer V 250DC HP in the amount of \$35,995.00 from Crafcoc Inc of Wichita Kansas

Background: This machine is utilized to paint much of the pavement marking throughout the city and airport. The old machine has been used beyond its usable life for this type of equipment. The street department has maintained the equipment very well to have used it this long, however it is time to have it replaced. Staff received two quotes for this equipment, the second was from Sherwin Williams of Dodge City in the amount of \$52,877.00. Both machines quoted were identical, the Crafcoc quote is the low bidder.

City Commission Options:

1. Approve Purchase
2. Disapprove Purchase
3. Table for further discussion

Financial Considerations:

Amount \$: 35,995.00

Funds: Special Streets Fund 12230300-441005

Budgeted Expense Grant Bonds Other

Legal Considerations: None

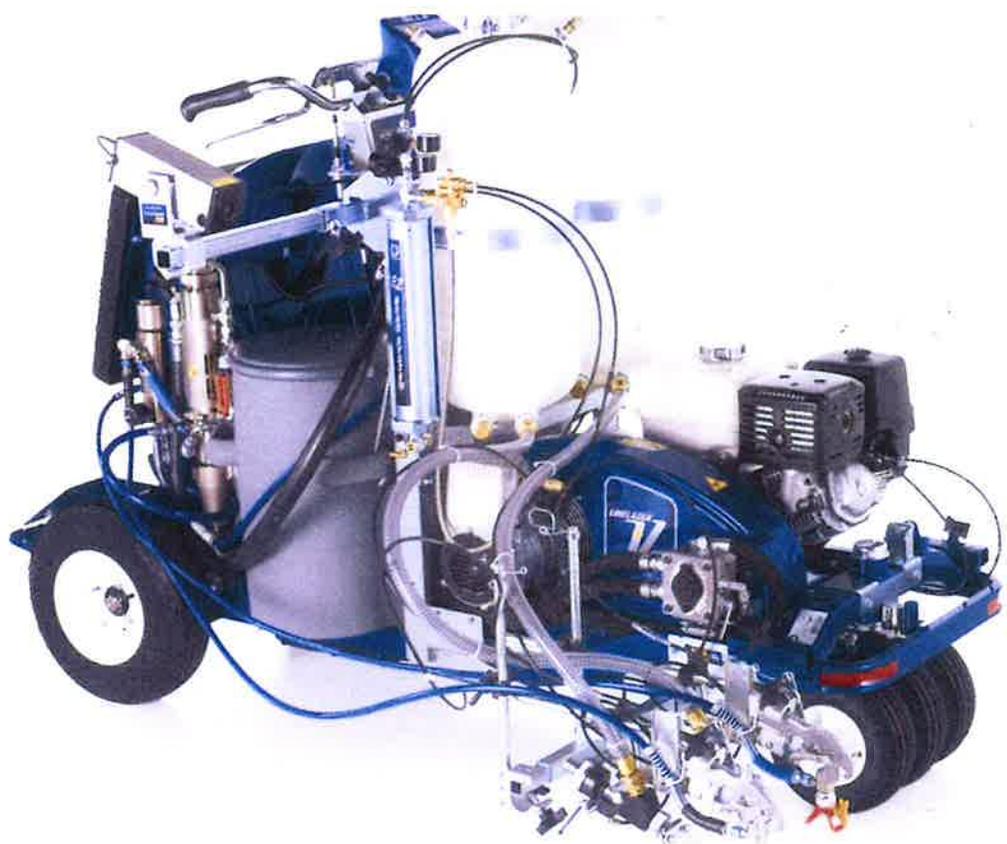
Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Pictures

Approved for the Agenda by:



Corey Keller, Public Works Director





Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: May 15, 2023

Subject: Approve Associated Quotes pertaining to the INK Grant for Kiosks, Conduit Install, Fiber, Outdoor Digital Directory Displays

Agenda Item: New Business

Purpose: Provide the necessary infrastructure for three Interactive Touch Screen Displays, audio, internet, and traffic signal coordination for the downtown streetscape project.

Recommendation: Approve the associated quotes for the installation of conduit, fiber, software and hardware for the display enclosures, as well as the audio, future traffic signal coordination, installation of internet units and fiber backbone for the Downtown Streetscape Project associated with the Information Network of Kansas (INK) Grant in the amount of \$203,248.41. The city's share of this grant will be \$48,248.41.

Background: The City was awarded an Information Network of Kansas (INK) Grant for three Interactive Touch Screen Displays on August 6, 2021. This project will help connect citizens and visitors with valuable information on the region and the state's economy, geography, history, and tourism attractions. The displays will be a part of the City's Streetscape project which is partially funded through STAR Bonds and the Kansas Department of Transportation (KDOT) Cost Share program. The streetscape project will renovate the legendary downtown from Wyatt Earp Blvd. to Gunsmoke St. and from 3rd Ave. to Central Ave.

The three displays will give those walking the Front St. area the opportunity to access information and updates on events and activities quickly and easily. The kiosks will provide information on the history of Dodge City and Southwest Kansas, regional tourism attractions, details on diverse economies and geography, an online map for directions to downtown destinations, and up-to-date local weather. This information will also be available in both English and Spanish.

The conduit and fiber installation will also enable the future traffic signal coordination along Wyatt Earp Blvd. to help with traffic flow, congestion, and quicker recovery from train pre-emption. The goal would be to link the traffic signals at 1st Ave., 2nd Ave., and 4th Ave. on Wyatt Earp Blvd. along with the signals at 1st Ave. and 2nd Ave. on Trail St.

Conduit would also be installed so that future equipment could be installed to provide audio on Front St. from 3rd Ave. to Central Ave. and along 2nd Ave. from Front St. to Gunsmoke St.

This project would also include the installation of Internet units that could be activated during events and large gatherings to help provide information during the events.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: The breakdown of project costs per the quotes received for the project are as follows:

- \$38,640.00 – cost to install the conduit necessary for the fiber install for the kiosks, internet, and traffic signal coordination
- \$41,581.41 – cost of two kiosk enclosures
- \$36,800.00 – cost to install the conduit necessary for the sound system
- \$12,901.00 – cost to install the fiber back bone, internet units, and miscellaneous
- \$73,323.00 – cost of hardware and software for three kiosks.
- \$155,000.00 – INK Grant amount to cover the kiosks, kiosk enclosures, conduit and fiber install, and miscellaneous cost for kiosk install

Amount \$: 48,245.41 – Needed for match and cover what is not covered by the INK Grant

Fund: \$7,500.00 – Special Streets
 \$40,745.41 – Master Tourism Plan

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving these quotes the City will be responsible for payments to the different entities providing the services.

Mission/Values: This aligns with the City’s Core Value of Ongoing Improvement, Safety, Working Towards Excellence.

Attachments: Quotes for Conduit Install, Fiber Install, Kiosk Enclosures, and Conduit Installation Plan Sheets.

Approved for the Agenda by:



Ray Slattery, PE, Dir. of Engineering Services



WesKan Electric, LLC

4435 US HWY 50
Ingalls, KS 67853
(620) 408-6600

jim@weskanelectric.com

JIM MEIS
OPERATIONS MANAGER
MASTER ELECTRICIAN

Proposal

Proposal Submitted To: Building Solutions, LLC	Date: March 23, 2023
Address: 11106 Saddle Road	Phone: 620-225 1199
City/St/Zip: Dodge City, KS 67801	Job Name: DC Streetscape C/O
Email: cmills@bldgsolutions.net	Job Location: Gunsmoke and Central
Person Bidding Job: Jim Meis	FAX:

We hereby submit specifications and estimates: Streetscape Fiber Conduit

1. This price is to install pvc conduit for Streetscape project as per plan provided to us.
2. Price includes running conduit on exterior of visitors building and into data room.
3. Price includes boring of 3rd Street.
4. This price does not include furnishing or installing fiber cable.
5. This price does not include junction boxes and vaults that will be required.
6. Price includes all trenching and backfill.
7. Installation and terminations of all equipment to be done by others.

Price: \$33,600.00

15% Markup 5040.00
Total \$ 38,640.00

Special Instructions:

Taxes are not included in this price.

Signature:
Jim Meis



**City DC - Streetscape
Kiosks**

5/1/2023

LINE ITEM ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
Concrete Work:				
Grade Beam Foundation	36	lf	\$90.00	\$3,240.00
Slab	36	sf	\$70.00	\$2,520.00
Finish:				
8x8 Rough Cedar Columns	8	ea	\$600.00	\$4,800.00
Simpson APVB88R w/18" Threaded Rod	8	ea	\$275.00	\$2,200.00
8x8 Rough Cedar Beams	4	ea	\$600.00	\$2,400.00
2x8 Rough Cedar Joists	14	ea	\$150.00	\$2,100.00
1x4 Cedar Ship Lap Siding	416	lf	\$5.50	\$2,288.00
1x2 Cedar Trim	64	lf	\$2.75	\$176.00
2x12 Treated	112	lf	\$5.50	\$616.00
2x8 Treated	48	lf	\$4.00	\$192.00
2x4 Treated	352	lf	\$2.50	\$880.00
3/4" Plywood Sheeting	256	sf	\$2.25	\$576.00
3/4" Hardiboard (1/2" + 1/4")	75	sf	\$5.25	\$393.75
3/4" Paintable Plywood Siding	64	sf	\$5.25	\$336.00

Cedar Shake with Moisture Guard & Roof Edge	36	sf	\$75.00	\$2,700.00
Misc Materials (Nails, Screws, bolts, hurricane clips, etc.)	1	ls	\$1,000.00	\$1,000.00
Hand Tools & Equipment	1	ls	\$1,000.00	\$1,000.00
Paint & Stain	1	ls	\$2,500.00	\$2,500.00
CMU	36	sf	\$40.00	\$1,440.00
2" Limestone Veneer	64	sf	\$75.00	\$4,800.00

Hard Cost Subtotal: \$36,157.75

GC OH&P: 15.0% \$5,423.66

TOTAL BUDGET ESTIMATE:----- \$41,581.41



WesKan Electric, LLC

4435 US HWY 50
Ingalls, KS 67853
(620) 408-6600

jim@weskanelectric.com

JIM MEIS
OPERATIONS MANAGER
MASTER ELECTRICIAN

Proposal

Proposal Submitted To: Building Solutions, LLC	Date: February 15, 2023
Address: 11106 Saddle Road	Phone: 620-225 1199
City/ST/Zip: Dodge City, KS 67801	Job Name: DC Streetscape C/O
Email: cmills@bldgsolutions.net	Job Location: Gunsmoke and Central
Person Bidding Job: Jim Meis	FAX:

We hereby submit specifications and estimates: Streetscape Speaker Conduit

1. This price is to install 1" pvc conduit for Streetscape project as per plan provided to us.
2. Price includes running conduit on exterior of visitors building and into data room.
3. Price includes boring of 3rd Ave.
4. Conduits will enter junction boxes in light pole bases as indicated on drawings.
5. Speaker wire will be ran up poles and out top of pole.
6. We will pull all speaker wire in conduits as required.
7. Speaker wire to be provided by others.
8. Price includes all trenching and backfill.
9. Installation and terminations of all sound equipment to be done by others.

Price: \$32,000.00

15% 4800.00

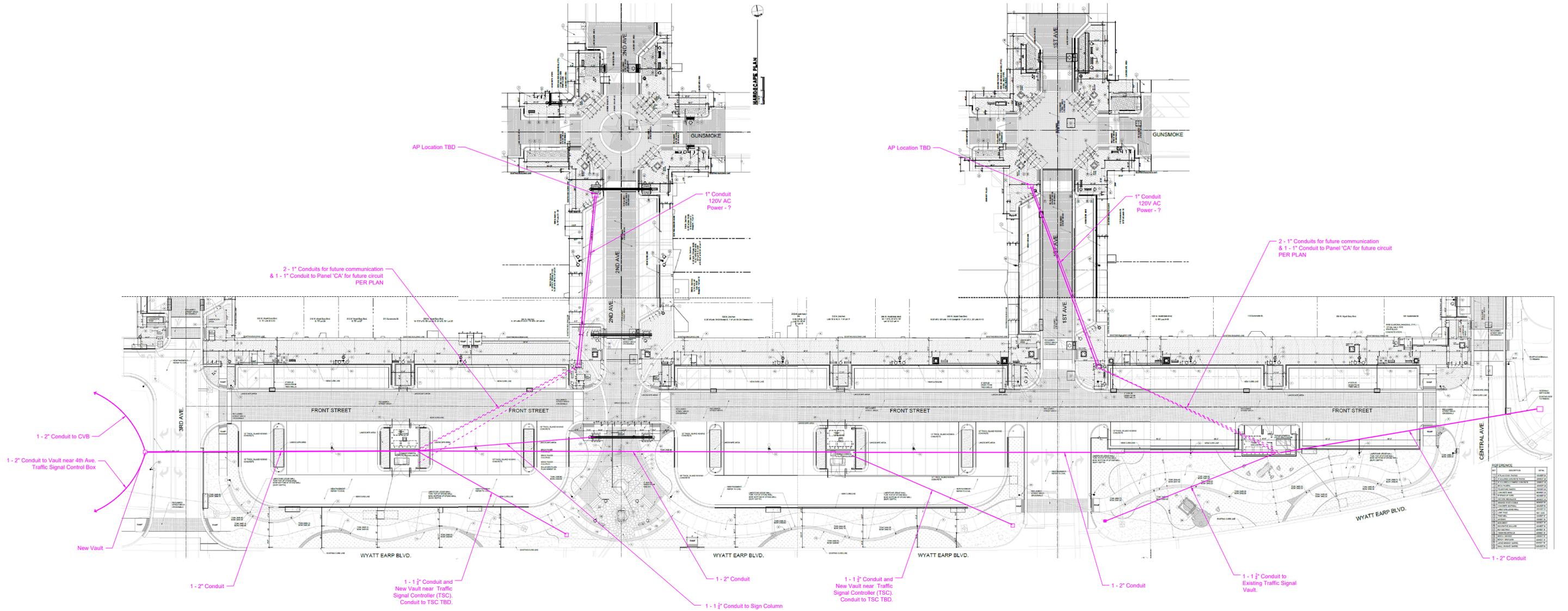
\$36,800.00

Special Instructions:

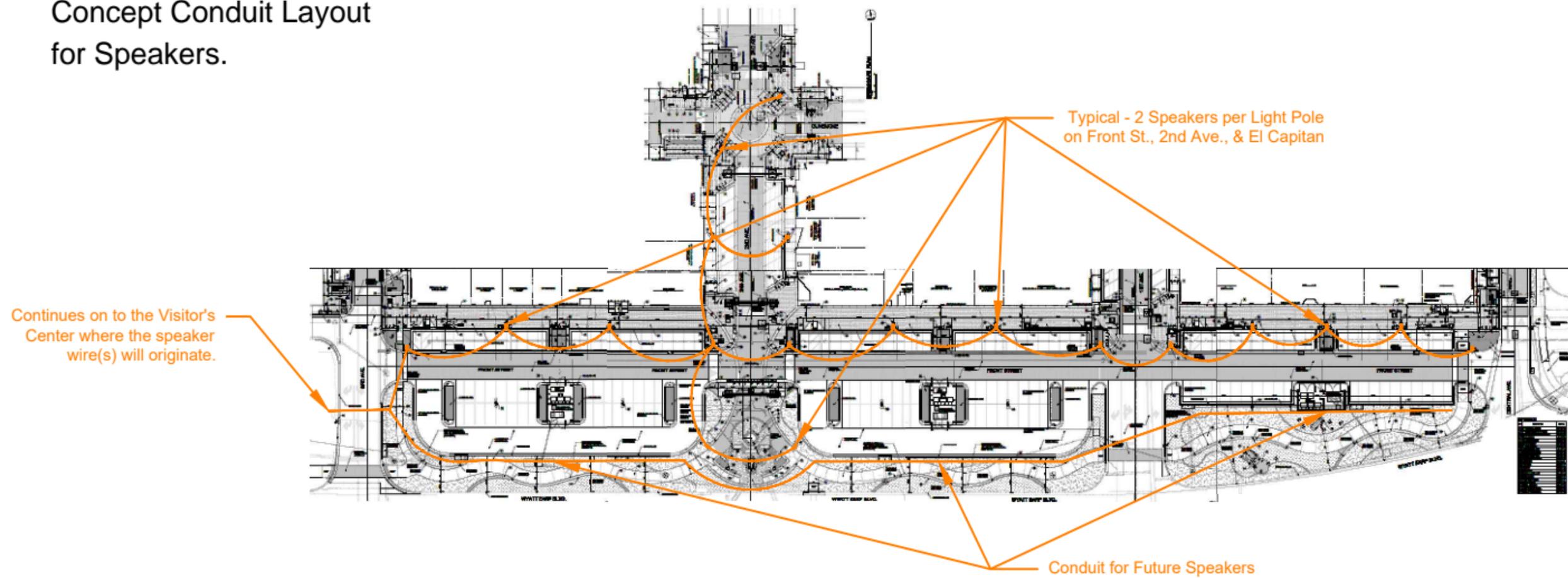
Taxes are not included in this price.

Signature:
Jim Meis

Concept Conduit Layout for
Fiber/Power for APs/Cameras/
Traffic Signals



Concept Conduit Layout for Speakers.





OUTDOOR DIGITAL DIRECTORY PROPOSAL



43" Skyline 3.0

Created by:
Rick Weinstein
REDYREF

Prepared for:
John Able
Dodge City, Kansas

Cover Letter

2/10/23

Hello John,

Here is your quote for the three, Dodge City-branded, freestanding outdoor Skyline 3.0 wayfinding kiosks with 43" sunlight-readable touch displays to be placed in your historic downtown district.

Included are two options for our robust software package that will enable Dodge City to remotely control content to provide tourists and residents to look at historic landmarks, current events happening in the district and city as well as maps, weather information and much more. We have provided two options, Engage and Interact, (descriptive graphics for which are below) so you may select the best option for Dodge City. Software support, both online and phone, are included with our packages.

Also included are costs for two levels of extended hardware agreements, which in our case are advanced replacement, so that no unit will ever be down longer than forty eight hours. Installation charges are listed, as well.

Lastly, we include design and training for maintaining the user experience in the look, feel and voice of Dodge City's branding. As the kiosks are being built, our software team will work with Dodge City to develop the U/X, so that we may go live the moment the units are installed.

Plus we have included a webcam built into the kiosk (to use for it's own security). (let's discuss security software options here separately)

Only thing outstanding is the freight charges, as freight is dynamically priced and changes from day to day. If you would like an estimate, we can provide.

Once you've had a chance to review the quote, please reach out with any questions or concerns.

Thank you!

REDYREF

Rick Weinstein

Rick Weinstein

rickw@redyref.com 917-747-0147

Executive Summary

Dodge City, Kansas is in need of assistance with assessing, developing and implementing outdoor digital wayfinding directories, which may include the following:

- Hardware Selection
- Ideation, Design & Engineering
- Functionality Design Specification
- Manufacturing, Assembly & Integration
- Support & Services

Our team has significant experience in working with municipalities and has a successful track record with similar clients and projects. We pride ourselves on delivering only the best results for our clients so that they see an increase in productivity that has lasting results for their business.



The Nature Conservancy



PLEASE TOUCH THE SCREEN TO BEGIN

Scan for mobile Experience

The Nature Conservancy



REDYREF Directory Software

Simple Software Designed for Business Users

		Direct	Interact	Engage	Inspire
Support	Cloud-Based Secure Portal	x	x	x	x
	Software Updates, Security Updates	x	x	x	x
	Unlimited Remote Software Support with Live, Engineers based in North America	x	x	x	x
Core Features	Online Updating, Unlimited Listings, Unlimited Content Updates	x	x	x	x
	Robust Digital Directory with Listings, Easy Updating and Captivating Designs	x	x	x	x
	Digital Slideshow of Images or Announcements	x	x	x	x
	Streaming News and Multi-Day Weather Icons	x	x	x	x
Advanced Features	Mobile Directory (Mobile maps included w/Wayfinding Add-On)		x	x	x
	Instant Updating of Slideshow Content with Emergency Messaging Takeover		x	x	x
	Support Customer Content through Customer URLs		x	x	x
	Listing-Specific Images/PDFs (Touch Screen Required)		x	x	x
	Interactive Area Amenities		x	x	x
	Realtime Traffic Map		x	x	x
	Video Content Uploads and Display in Slideshow		x	x	x
	Curated Infotainment (Choose One Feed)			x	x
	Conference Room Events from Outlook 365 or Google Calendar			x	x
	Mobile Visitor Check In and Surveys			x	x
	Art Backgrounds – Public Art Stills & Select Motion Scenery*			x	x
Premium Features	Access to Interaction Analytics via Customer Data Portal				x
	Realtime Transit				x
	Curated Infotainment (Unlimited Choice of Feeds)				x
	Multi-Language Mirrored Navigation**				x
	Custom Mobile Workflows				x
Add-Ons	Wayfinding; Virtual Receptionist; Curated Digital Art & Videos; Enhanced Support Packages; Cameras/Sensors for Motion-Activated Services				

Four Options for an Outstanding Customer Experience

- Wow & inform visitors
- Save time and money with fast information delivery
- Display constantly-changing health messaging
- Compete with nearby buildings and win
- Put your best content and branded look forward
- Simple, intuitive, easy software designed for business users
- Log in from anywhere and manage all of your directories and properties
- Upgrade your infotainment options by adding the Directory Media Network
- Get unlimited remote support

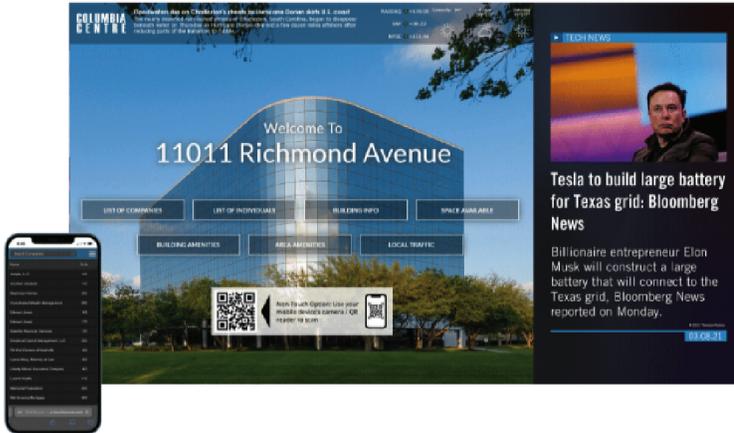
*Select images or a motion scenery video from our library included
Premium art available as an add-on.

**Dual language design and set up is included with the Inspire package.
You provide the translated content, or use our translation service for an extra \$450.

REDYREF Engage

Engage Visitors with an Enriched Experience

2022 DIGITAL DIRECTORY APPLICATIONS
SOFTWARE

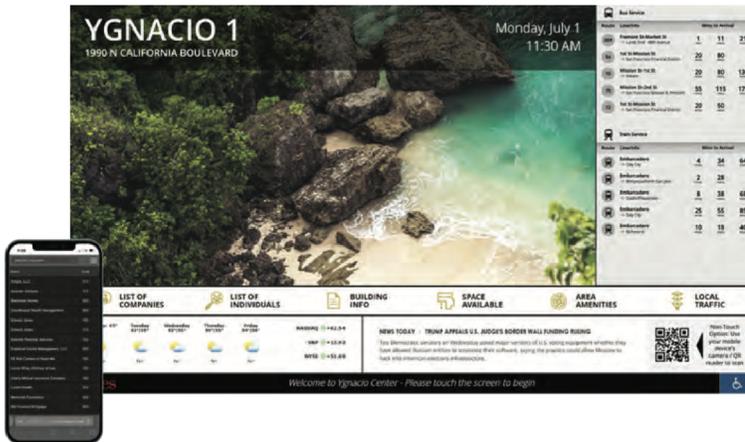


Curated Visual Infotainment Looks Stunning on Popular Large Displays

- **Infotainment** – Choose one feed of curated news, entertainment, sports or popular content to entertain and entice visitors to use your directory
- **Local Amenities & Traffic** – Deliver information on local restaurants, traffic and more for fast access to relevant information
- **Mobile Directory** – Stunning, easy-to-use directories and messaging boards that deliver interactivity how you want it—touch, mobile, or both!
- **Events Listing** – Automatically display all of the meetings or events scheduled for your conference rooms or events center from your Outlook 365 or Google Calendar
- **QR Code Surveys** – Deploy surveys, self-service check-in and other forms using QR codes for mobile delivery
- **Digital Content** – Building listings, messaging, and news inform and inspire visitors
- **Simple Access** – Secure, easy-to-use platform and unlimited remote support

REDYREF Inspire THE Ultimate Mood-Shaping Experience

2022 DIGITAL DIRECTORY APPLICATIONS
SOFTWARE



Upgrade Your Space with a Window to the World

- **Mobile Directory** – Stunning, easy-to-use directories and messaging boards that deliver interactivity how you want it—touch, mobile, or both!
- **Transit Schedules** – for local rail, bus and other transportation information
- **Infotainment** – Choose an unlimited amount of infotainment, sports and exciting content feeds to draw visitors to your directory
- **Art Backgrounds** – Inspire and engage your audience with art or motion scenery included in your design*
- **Multi-Language Navigation** – Offer multi-lingual navigation with design for one added language included and translation services available (more languages and listings content services for an added fee)
- **QR Code Surveys** – Deploy surveys, self-service check-in and other forms using QR codes for mobile delivery
- **Analytics** – Dashboard provides insights into analytics touch and mobile data from users.
- **Digital Content** – Listings, messaging, traffic, local amenities and entertainment combine to invite, inform and inspire visitors
- **Simple Access** – Secure, easy-to-use platform and unlimited remote support

*Explore what's included and add-on options with your REDYREF Account Manager

Process

We will work closely with you to build and fulfill the needs of this project within 14 to 16 weeks from receipt of deposit and signed submittal drawing . We will do this by establishing clear goals and a comprehensive solution based on Dodge City, Kansas's requirements.

Our process to achieve this is as follows:

Phase 1: Project Plan

Taking into consideration each customer's unique needs, our project management team creates a project plan to align with the project goals. The details of the project are communicated and expectations are set to reach important milestones such as: component selection, submittal drawings, approval process and installation parameters.

Phase 2: Functionality, Design, Engineering

After verifying the project details, our team will work with yours to to build the contracted scope of work outlined in the proposal. This approach allows us to tailor the solution specifically for Dodge City, Kansas's requirements and make sure each part is approved along the way.

Phase 3: Supply Chain Management & Build

Once screen templates, UX and kiosk designs are approved, our team will begin building the outdoor digital wayfinding directories and any accessory the client selects. Our project management team will initiate the supply chain to procure all required items on the bill of materials. Our modern, robotic manufacturing facility will fabricate the kiosk parts and integrate the hardware and software protocols. Our software team will develop the application, load and test to verify everything is operating to spec. Based on our ISO quality certification, all quality control measures are taken and testing protocols to ensure all is working prior to shipment.

Phase 4: Deploy & Support

Once final testing is completed, the outdoor digital wayfinding directories will be packed for safe shipping and installation coordination will escalate. We can offer white glove delivery and install for a seamless transition as well as a on-going support agreements.

Process

While due dates will depend on, and be adjusted specifically for, your project, here is a general overview of what you can expect:

Deliverable	Timeline (after signing)
Project Plan - Phase 1	2 Weeks
Design/Engineering - Phase 2	2-4 Weeks
Build - Phase 3	8-10 Weeks
Deploy - Phase 4	1 Week
Project Completion	14-16 Weeks

As stated above, a time line with exact due dates will be delivered, and agreed upon, during Phase 2.



The Nature Conservancy



PLEASE TOUCH THE SCREEN TO BEGIN



Scan for mobile experience

Welcome to South

The Nature Conservancy
Connecticut

About REDYREF

REDYREF is a twenty-first century interactive solution provider that thrives on the latest systems and processes for interactive solution & manufacturing. Founded in 1913, we started building telephone booths. We recognized early that a phone booth without a phone book was not a complete solution. We met this challenge by patenting the original plastic-bound, armored-chorded reference phone book solution that can be found in phone booths today. In this way, RedyRef was born. As we evolved, we went from manufacturing phone booths all the way to creating interactive solutions and gained 100 years of experience and knowhow along the way to become experts in our field.

The REDYREF Difference

- Vertically integrated kiosk company – design, manufacturing, hardware, software & services all under one roof
- 100 years in business, strong financial profile, world class after-market support
- Made in the U.S.A.; operating nationwide; fulfilling globally
- 325+ employees, including 10 design engineers
- 300,000+ sq. ft. manufacturing space
- Self-service leader in enclosure design & manufacturing
- Self-service leader in software application development
- ISO 9001:2015 certified, quality control excellence



Dodge City Kiosk Cost Summary

Hardware and Cellular Plan	Price	QTY	Subtotal
Digital Directory (U/X Design and Software) One-time cost Digital Directory System - includes Outdoor Nano PC with Windows O/S, TS Directory Software including web based content management system, graphics, initial data download. Two (2) year warranty. Display Content: Tenants/Individuals/Companies, General Information, Attract Screen/Slide Show, Local Daily Weather Forecast, Time/Date.	\$1,848.00	3	\$5,544.00
43" Outdoor Skyline 3.0 DISPLAY: 43" PCAP Touchscreen Sunlight Readable Display, UV Film, Anti-Glare, Illumination Sensor ✓ TK-CPU COMPUTER: Small Form Factor CPU (Specs: 8GB RAM, 128GB SSD, Windows O/S) ✓ TK-SPEAK SPEAKER/AMP: Ruggedized Speaker/ Amp ✓ TK-WEBCAM WEBCAM: 10MP, Autofocus ✓ TK-TC THERMAL CONTROL: Automated Thermal Control System TK-GRAPHIC GRAPHICS: Vinyl Decal, Exterior Kiosk (estimated until final artwork provided by customer)	\$17,390.00	3	\$52,170.00
RTPS (Required) (Annual) Remote internal temperature sensor and power support. Remote power/reboot control, temperature sensor. With this software/hardware, you will always know the health of your kiosk and will receive notifications via email and/or text if any issues arise.	\$195.00	3	\$585.00
			\$58,299.00

Software

<input type="checkbox"/> Engage Software License (Annual)	\$1,566.80	3	\$4,700.40
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Curated Visual Infotainment Looks Stunning on Popular Large Displays

- Infotainment – Choose one feed of curated news, entertainment, sports or popular content to entertain and entice visitors to use your directory

- Local Amenities & Traffic

- Deliver information on local restaurants, traffic and more for fast access to relevant information

- Mobile Directory – Stunning, easy-to-use directories and messaging boards that deliver interactivity how you want it—touch, mobile, or both!

- Events Listings – Automatically display all of the meetings or events scheduled for your conference rooms or events center from your Outlook 365 or Google Calendar- QR Code

Surveys – Deploy surveys, self-service check-in and other forms using QR codes for mobile delivery- Digital Content

- Building listings, messaging, and news inform and inspire visitors- Simple Access

- Secure, easy-to-use platform and unlimited remote support

**Select images or a motion scenery video from our library included. Premium art available as an add-on.

<input type="checkbox"/> Inspire Software Package (Annual) Upgrade Your Space with a Window to the World (ADA Compliant) - Mobile Directory – Stunning, easy-to-use directories and messaging boards that deliver interactivity how you want it—touch, mobile, or both! - Local Amenities – interactive integration with Google Maps shows local cafes, restaurants, lodging, gas stations, banks, parks, and many more services, all at the user's fingertips (results for each category are limited to top 20 searches) - Transit Schedules – for local rail, bus and other transportation information - Infotainment – Choose an unlimited amount of infotainment, sports and exciting content feeds to draw visitors to your directory - Art Backgrounds – Inspire and engage your audience with art or motion scenery included in your design* - Multi-Language Navigation – Offer multi-lingual navigation with design for one added language included and translation services available (more languages and listings content services for an added fee)** - QR Code Surveys – Deploy surveys, self-service checkin and other forms using QR codes for mobile delivery - Analytics – Dashboard provides insights into analytics touch and mobile data from users. - Digital Content – Listings, messaging, traffic, transportation information (bus service/timetables) local amenities and entertainment combine to invite, inform and inspire visitors, - Simple Access – Secure, easy-to-use platform and unlimited remote support *Explore what's included and add-on options with your TouchSource Account Manager	\$1,958.60	3	\$5,875.80
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Insights (Analytics Dashboard) set up (One time fee)	\$784.00	1	\$784.00
<p>We configure your interaction analytics based on your content, display size, and foot traffic. This consultation fee ensures that we capture what you want and configure your analytic reports to deliver the actionable insights that help you make decisions. Includes addition of webcam.</p>			
Wayfinding Animated 2D (One-time fee)	\$3,780.00	1	\$3,780.00
<p>Animated Paths draw lines with turn-by-turn directions from directory to destination on your building's floor plans. Pricing varies based on the specifics of your campus. Pricing shown reflects 6 different maps based on each directory location:</p> <ul style="list-style-type: none"> - 3 orientations - 25 total wayfinding destinations <p>Maps and animations will be designed and programmed by wayfinding experts at REDYREF</p>			
Support (Included)	\$0.00	3	\$0.00
<p>Included With All Directory Software Subscriptions</p> <p>Responsive, US-Based Support</p> <ul style="list-style-type: none"> - Unlimited telephone, email, chat and web access to support North America-based technicians - Online customer portal support & access to immediate support - Self-service support documents & tools <p>Proactive software updates</p> <ul style="list-style-type: none"> - Security patches - Operating System updates - Web backups - Software updates 			
			\$4,564.00
Support and Installation			
Warranty	\$0.00	6	\$0.00
<p>Hardware Warranty: (1) Year Warranty on REDYREF manufactured and supplied components. See Warranty Statement for additional details.</p>			

Silver Level Support (Annual) (3 year agreement)	\$2,340.00	2	\$4,680.00
<p>SILVER LEVEL SUPPORT (SLS), 1-YR , includes Support Help Desk and Advanced Replacement of hardware - RedyRef will depot replacement hardware components in RedyRef facility and ship to site if replacement required. 48hour response based on location, 9am to 5pm Mon - Fri. Domestic ground shipping included both ways. Does not include onsite labor.*QTY (1) Complete set of back up components for advanced replacement stored at REDYREF depot.</p> <p>\$195/month/kiosk</p>			
Gold Level Support (3 Year Agreement) (Annual)	\$795.00	1	\$795.00
<p>Includes Support Help Desk + Advanced Replacement of hardware + Onsite Labor Replacement, 9am to 5pm Mon - Fri. - RedyRef will depot replacement hardware components in RedyRef facility and ship to site if replacement required. 48-hour response based on location, 9am to 5pm Mon - Fri. Domestic ground shipping included both ways. *QTY (1) Complete set of back up components for advanced replacement stored at REDYREF depot.*Includes QTY (3) On-site service visits per year</p>			
On-Site Installation (Standard)	\$1,495.00	3	\$4,485.00
<p>Includes On-site installation of kiosk product at customer location during normal business hours (Mon-Fri) 9-5. Mounting and/or anchoring unit in place; connecting power and data. DOES NOT include installation of power & data lines or install of other supplier products. Customer is to provide ALL site preparation and build out.</p>			
Install template	\$250.00	1	\$250.00
<p>Install Template - REDYREF will send a baseplate template in advance to assist Dodge City to install power, data, anchors in advance of kiosk installation. This reduces the chances of any issues with pre-installation requirements.</p>			
			\$10,210.00
Project Management			
Packing	\$125.00	2	\$250.00
<p>Packing For Safe Shipment to Destination</p>			

Freight (Estimate available upon request)	\$0.00	3	\$0.00
Freight or Delivery Fees - To be added			
			\$250.00
	Subtotal		\$73,323.00
	Tax		\$0.00
	Total		\$73,323.00

Additional Notes:

Unless otherwise stated above, QUOTE IS SUBJECT TO THE FOLLOWING CONDITIONS:

REDYREF will not be responsible for delays caused by customer required site preparation. **Dates on all deliverables will be confirmed upon signature.**

*Quotation Expires in 30 Days.

*Unless otherwise stated above, Prices DO NOT INCLUDE Field measurements, Installation, or site work of any kind, packaging, freight, Sales Tax, or Use Tax.

*Production unit price subject to change based on final component specs, engineering and other incurred design and engineering costs.

*Hardware pricing includes integration of stated components and does not cover R&D, testing or other activities related to new functionality or components.

*Travel: REDYREF shall be reimbursed by Dodge City, Kansas for all expenses incurred for necessary travel, unless the on-site installation option is selected.

*Expenses: REDYREF may incur costs relating to software implementation, the purchase of physical materials, or any other items that are not included in the proposal fees. Dodge City, Kansas shall reimburse REDYREF for related expenses.

Billing

REDYREF requires 50% deposit upon the signing of this **proposal** and the remaining 50% due before shipment.

REDYREF will email invoice once we process order.

Acceptance

Your signature below indicates acceptance of this **proposal** and entrance into a contractual agreement with REDYREF beginning on the signature date below.

REDYREF

Dodge City, Kansas

07 / 04 / 2022

Rick Weinstein

John Able



SERVICES AGREEMENT

Customer Name:	Bexar County
Location:	Bexar County, Texas
Project Name:	Services Agreement - Hardware/Software
Primary Contact Name:	Sana Amanullah
Contact Phone/Email:	210-335-6636; Sana.Amanullah@bexar.org
Coverage Date:	11/2022 thru 10/2023; Estimated until installed

1. SERVICES OVERVIEW

Under this agreement, REDYREF will provide the following chosen services to Customer (“x” in box for chosen):

Installation (RR-INSTALL): QTY 6; Price/System \$1,895; Total Contact Price \$11,370

Direct Subscription (RR-DIRECT): QTY ____; Annual Price/System _____; Total Annual Contact Price _____

Engage Subscription (RR-ENGAGE): QTY ____; Annual Price/System _____; Total Annual Contact Price _____

Interact Subscription (RR-INTERACT): QTY ____; Annual Price/System _____; Total Annual Contact Price _____

Inspire Subscription (RR-INSPIRE): QTY 12; Annual Price/System \$1,340; Total Annual Contact Price \$16,080

Virtual Calling Subscription (RR-VIRT REC): _____; Annual Price/System \$995; Total Annual Contact Price: _____

Dual Language Mirror (RR-LANG): QTY 1; Annual Price: \$1,995; Total Annual Contact Price: \$1,995

Monitoring Subscription (RR-MONITOR): QTY 6; Annual Price/System Incl in PLS; Total Annual Contact Price Incl in PLS

Remote Temp + Power Support (RTPS): QTY 6; Annual Price/System \$295; Total Annual Contact Price \$1,770

Silver Level Support (SLS): QTY ____; Annual Price/System _____; Total Annual Contact Price _____

Gold Level Support (GLS): QTY ____; Annual Price/System _____; Total Annual Contact Price _____

Platinum Level Support (PLS): QTY 6; Annual Price/System \$2,677.50; Total Annual Contact Price \$16,065

Cellular Data Service (RR-CELL): QTY 6; Annual Price/System \$1,500.00; Total Annual Contact Price \$9,000.00
5GB: X or 10GB: _____ 1 Year or 3 Year X or 5 Year _____



SERVICES AGREEMENT

2. SCOPE OF SERVICES

This document describes the services to be provided by EVS Interactive, Inc dba REDYREF Interactive Kiosks (“REDYREF”) to Bexar County (“Customer”).

ABOUT THIS DOCUMENT

This document is intended to ensure that REDYREF and Customer share a common and equal understanding of what Customer intends for this project. As well, the information contained herein will describe the project scope, specify or refer to other existing documents which may describe any hardware/software products to be included and other services to be rendered by REDYREF, responsibilities and commitments of REDYREF, and responsibilities and commitments of Customer and/or Partner.

3. DESCRIPTION OF SERVICES

3.1 MANAGED DEPLOYMENT/ INSTALLATION SERVICES

REDYREF will provide Managed Deployment/Installation services. REDYREF is to deliver product at Customer locations, on a schedule to be determined by REDYREF and Customer accordingly.

REDYREF will perform the following Managed Deployment/ Installation services:

- Formal product submittal drawing is sent to Customer showing product details. This drawing will provide important details that are responsibility of customer such as: power receptacle, data connection, mounting anchors and/or construction build out.
- Two (2) weeks prior to the installation date, Customer shall provide REDYREF with:
 - Complete contact information for each installation location.
 - Confirmation the customer responsibilities were completed as outlined on submittal drawing.
- Ship product to installation location via standard freight carrier.
 - **IMPORTANT:** Upon Customer receiving shipment to look for any damage from freight and note it on the bill of lading for insurance coverage purposes.
- Customer may be required to provide a safe and secure holding area for kiosks prior to installation date (1 to 3 days typical)
- REDYREF coordinated installation technicians will arrive on a pre-determined date and place the product in the predetermined, customer designated, location.
- The REDYREF technician will install the Product as outlined in the installation guide as determined by REDYREF. Installation and diagnostics will include the following:
 - Delivery to pre-determined location at installation site. If Product in a customer holding area, REDYREF may require assistance and support from customer to move kiosks from holding area to pre-determined install location.
 - Unpack Product and remove from pallet
 - Mount product to floor, wall or counter
 - Plug in power to existing 120V power receptacle
 - Plug in ethernet cable to existing RJ45 jack
 - Power product ON
 - Clean debris
- REDYREF will provide onsite disposal of deployment related trash in the immediate installation premises and properly clean the installation area.
- Installation of product will define “substantial completion” and ownership of product is passed to customer.



SERVICES AGREEMENT

Out of scope:

- Install of power, data lines, slab, anchors or any-onsite construction work
- Network or Wireless internet set up/configuration

The Services will be performed Monday through Friday, 8:30 a.m. to 5 p.m. local time (excluding nationally-observed holidays).

Pre-Deployment Activities

REDYREF and Customer will complete the activities listed below before deployment services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or Scope of Services will be modified to reflect the actual operating environment.

Site Information

Customer will provide a completed site information verification to identify site contacts and logistical issues for each of the locations. REDYREF will collect information needed for the deployment and Customer will provide all reasonably necessary assistance with the collection efforts.

Schedules

REDYREF and Customer will mutually agree in writing to a deployment schedule, install location and group of end users (if applicable) that make up each schedule group ("Schedule Group"). The deployment schedule will be distributed by Customer to end-users identified in each Schedule Group prior to the scheduled installation of their kiosks. Customer will promptly notify REDYREF of any conflicts to lock the schedule at least 4 weeks prior to the scheduled installation date. Any modifications or cancellations occurring within 7 days prior to the scheduled installation date will be subject to additional fees.

Managed Deployment/Installation Assumptions

REDYREF has made the following specific assumptions while specifying the Services detailed in this SOW:

1. REDYREF will provide shipping or other method that delivers kiosk to installation location. REDYREF to ensure delivery includes de-palleting and removal of packaging at designated installation location.
2. Additional Installation time can be charged for any installation due to delays under the customer control including waiting for customer/end-customer contacts, power issues, internet issues.
3. Additional time required by the onsite technician due to REDYREF delay will not be billed to Customer.
4. For installations which require a revisit due to customer delays an additional fee will be billed to Customer based on hourly rate below.
5. Under this agreement, this service will be offered on REDYREF manufactured/provided kiosks/hardware only.
6. Changes to the mutually agreed schedule for performance of Services or modifications to the Services will only be in accordance with a newly executed proposal or estimate from REDYREF.
7. Installation includes internal and external visual inspection of all Equipment for shipping damage.
8. Customer will provide a safe working environment.
9. Customer will provide safe and adequate parking facilities.
10. Customer will provide access to facilities, including any necessary keys or badges.
11. Customer preparation of all work areas will be completed prior to the scheduled start of Services, including power, network connectivity, concrete slab, anchors.
12. Router and/or other network devices are properly configured.



SERVICES AGREEMENT

Base Pricing – Managed Deployment/ Installation	Price Per Site
<p>Service Provider will perform the following managed deployment/installation services on REDYREF kiosks and hardware:</p> <ul style="list-style-type: none"> • <u>Freight + Inside Delivery</u> – Standard freight carrier delivered to customer location. • <u>Installation</u> - per kiosk based on (6) dual sided kiosks; Installed in consecutive days. • <u>Hourly Rate</u>– Used for a) out of scope services b) additional hours caused by delays that are customer responsibilities 	<p>Price Included in Sales Proposal (\$1878/kiosk)</p> <p>Price Included in Sales Proposal (\$1895/kiosk)</p> <p>\$195 1st hour \$125 additional hours</p>

3.2 DIRECT SOFTWARE SUBSCRIPTION

Includes cloud based secure portal for easy updating system, software updates, security updates, unlimited remote software support with live US based engineers, online updating, unlimited listings, unlimited content updates, captivating designs, digital slideshow of images or announcements, streaming news and multi-day weather icons.

3.3 INTERACT SOFTWARE SUBSCRIPTION

Includes everything described with Direct (section 3.2), as well as, mobile directory (mobile maps included w/Wayfinding add-on), instant updating of slideshow content w/ emergency messaging takeover, support customer content through customer URLs, listing specific images/PDFs (touchscreen required), interactive area amenities, realtime traffic map, video content uploads and display in slideshow.

3.4 ENGAGE SOFTWARE SUBSCRIPTION

Includes everything described with Interact (section 3.3), as well as, curated infotainment (choose one feed), mobile workflow and forms.

3.5 INSPIRE SOFTWARE SUBSCRIPTION

Includes everything described with Engage (section 3.4), as well as, access to interaction analytics via customer data portal, realtime transit, curated infotainment (unlimited choice), custom mobile workflows.

Add Ons: Wayfinding; Multi-Language Content; One or Two-Way Communications with Virtual Receptionist, SMS, Concierge; ArtSpaces; DynamicSpaces; LiveSpaces; GroupSpaces; SharedSpaces; Enhanced Support Packages

3.6 VIRTUAL CONCIERGE/ EMERGENCY CALL SUBSCRIPTION

Auto-dial software allows visitors to touch the screen and dial phone number for the tenant listing and/or emergency calls. Operates over internet connection.

3.7 DUAL LANGUAGE MIRROR SUBSCRIPTION

Help all visitors feel welcome and connected to your space, by providing all of your directory information in English and one other language. Visitor chooses their language on main screen, and then all following pages are in the chosen language. Translations to be provided by client.



SERVICES AGREEMENT

3.8 MONITORING SUBSCRIPTION

Provides you piece of mind and highest uptime while by using our proprietary toolsets, workflow automation, and machine learning capabilities to proactively monitor your systems for issues that could impact your digital kiosk.

3.9 REMOTE TEMPERATURE & POWER SERVICE

Includes Temperature Sensing Hardware + Software with email alerts. Protects your asset from damage by high temperature, low temperature and failure of thermal control hardware. Also provides the capability to remotely reboot hardware components through power on/off. Kiosk automatically powers off and on devices in safe and unsafe temperature ranges with automated email alerts. Additionally keeps history of internal kiosk temperatures.

3.10 SILVER LEVEL SERVICE – ADVANCED REPLACEMENT SERVICE

Silver Level Support (SLS) includes:

- REDYREF provides a backup “pool of parts” - Qty listed in executed sales proposal.
- Pool of parts are stored at REDYREF hardware depot.
- REDYREF receives incoming repair tickets via support email support@redyref.com or phone 800-628-3603 x2
- REDYREF logs tickets into ticketing database.
- REDYREF provides troubleshooting and diagnosis remotely via our help desk – typically takes 1 to 3 days. REDYREF may request on-site support to confirm items that may require visual or manual intervention at the kiosk such as: power issues, internet issues, reboots, etc., in order to properly diagnose the issue.
- If issue fixed remotely, then REDYREF will not be required to ship out any hardware and will close ticket. If issue requires hardware fix, REDYREF will ship out hardware within 1 business day of diagnosis. If hardware is not available in the hardware depot due to multiple incidents affecting same hardware, incident resolution time will be determined by repair time.
- On-site labor is not included in Silver Level Service, but is still available by REDYREF for additional fee.
- Provide clear instructions for technician to swap hardware.
- Provide clear instructions for technician to re-pack replaced hardware for shipment back to REDYREF.
- Ground freight for hardware included both ways.
- Verify technician completed visit successfully – typically phone call prior to dismissal.
- Close out ticket when completed.
- Enter all relevant data in ticketing system.

Out of Scope:

Services requested by customer not included in, the service scope will be communicated by REDYREF. REDYREF can assist in resolving issues or provide additional support through hourly-billed rate or other arrangements as agreed between Customer and REDYREF. REDYREF will notify Customer of any request for work beyond the service scope and gain approval to proceed via proposal/estimate. Out of scope services include:

- Troubleshooting of electrical/power source, internet connectivity, network.
- Expedited freight.
- On-site labor.
- External causes such as normal wear and tear, accident, vandalism, misuse, problems caused by electrical power.
- Kiosk modifications due to component form factor change (end-of-life).
- Service to non REDYREF provided products and accessories.
- Service if there is failure to follow the product instructions or failure to perform preventive maintenance.

If determined that the problem is not covered under this service agreement or is out-of-scope, REDYREF may be able to offer you service alternatives on a fee basis.



SERVICES AGREEMENT

Terms:

- Agreement begins on the day of installation.
- Billed Annually
- Customer required to pay in full prior to the start of services.

3.11 GOLD LEVEL SERVICE – ONSITE + ADVANCED REPLACEMENT SERVICE

Gold Level Support (GLS) includes:

- REDYREF provides a backup “pool of parts” - Qty listed in executed sales proposal.
- Pool of parts are stored at REDYREF hardware depot.
- REDYREF receives incoming repair tickets via support email support@redyref.com or phone 800-628-3603 x2
- REDYREF logs tickets into ticketing database.
- REDYREF provides troubleshooting and diagnosis remotely via our help desk – typically takes 1 to 3 days. REDYREF may request on-site support to confirm items that may require visual or manual intervention at the kiosk such as: power issues, internet issues, reboots, etc., in order to properly diagnose the issue.
- If issue fixed remotely, then REDYREF will not be required to ship out any hardware and will close ticket. If issue requires hardware fix, REDYREF will ship out hardware within 1 business day of diagnosis. If hardware is not available in the hardware depot due to multiple incidents affecting same hardware, incident resolution time will be determined by repair time.
- Once hardware arrives at customer location, REDYREF will dispatch a field technician – typically 1 to 2 days after hardware arrival.
- Provide clear instructions for technician to swap hardware.
- Provide clear instructions for technician to re-pack replaced hardware for shipment back to REDYREF.
- Ground freight for hardware included both ways.
- Verify technician completed visit successfully – typically phone call prior to dismissal.
- Close out ticket when completed.
- Enter all relevant data in ticketing system.

Out of Scope:

Services requested by customer not included in, the service scope will be communicated by REDYREF. REDYREF can assist in resolving issues or provide additional support through hourly-billed rate or other arrangements as agreed between Customer and REDYREF. REDYREF will notify Customer of any request for work beyond the service scope and gain approval to proceed via proposal/estimate. Out of scope services include:

- Troubleshooting of electrical/power source, internet connectivity, network.
- Expedited freight.
- External causes such as normal wear and tear, accident, vandalism, misuse, problems caused by electrical power.
- Kiosk modifications due to component form factor change (end-of-life).
- Service to non REDYREF provided products and accessories.
- Service if there is failure to follow the product instructions or failure to perform preventive maintenance.

If determined that the problem is not covered under this service agreement or is out-of-scope, REDYREF may be able to offer you service alternatives on a fee basis.

Terms:

- Agreement begins on the day of installation.
- Billed Annually
- Customer required to pay in full prior to the start of services.



SERVICES AGREEMENT

Customer will be responsible for the activities listed below:

- Customer to provide access to the hardware shipped from REDYREF depot.
- Customer to provide access to the product being addressed (ie: keys).
- Customer will provide elevators for transporting all hardware within the same building at Customer’s site.
- Customer will ensure Site Coordinator is on-site and available as needed.
- Customer will provide the REDYREF serial number of kiosks being serviced.
- Customer will supply adequate parking space.
- Customer will provide access to buildings and any necessary security during project hours.
- Customer will provide a safe working environment.
- Customer will provide an on-site dumpster or any special environmental trash receptacles, if applicable.
- Customer will be responsible for troubleshooting all power issues.
- Customer will be responsible for troubleshooting all network connectivity problems to resolve general and network connectivity issues.
- Customer will be responsible for technician waiting time over 15 min if due to customer
- Customer will be responsible for cancellation fee 1 day prior to scheduled dispatch or when technician in-transit onsite

Base Pricing – Field Technician	Price Per Site
<ul style="list-style-type: none"> • <u>Hourly Rate</u> - Used for on-site labor/ field support (per person) 	\$195 1st hour \$125 additional hours
<ul style="list-style-type: none"> • <u>Abort Fee</u> - Cancel or re-schedule 1 day prior to scheduled dispatch 	\$75
<ul style="list-style-type: none"> • <u>Reschedule Fee</u> - Cancel or re-schedule when tech in-transit or on-site 	\$150
<ul style="list-style-type: none"> • <u>Trip Fee</u> - For travel to locations outside of Major Metropolitan areas. See Appendix A 	\$200

3.12 PLATINUM LEVEL SERVICE – ONSITE + ADVANCED REPLACEMENT SERVICE + MONITORING

Includes everything in Gold Level Service + Monitoring Subscription bundled into one package.

3.13 CELLULAR DATA SERVICE

Includes REDYREF providing cellular connectivity to your kiosks. We offer 5GB/year/kiosk option & 10GB/year/kiosk option. Additionally we offer 3 different term agreements (1 year, 3 year, 5 year) which provides you the opportunity to lock in your rate as follows:

a) 5GB PLAN - Leverages a 4G LTE, HSPA+ cellular connection with data services and SIM cards provided by - REDYREF Cellular Data Service

- Enterprise routing features for security, logging and redundancy (e.g., stateful firewall, VPN, SNMP)
- Includes slim profile antenna with 1m cable length
- Supporting 5GB data download monthly per device

b) 10GB PLAN - Leverages a 4G LTE, HSPA+ cellular connection with data services and SIM cards provided by - REDYREF Cellular Data Service



SERVICES AGREEMENT

- Enterprise routing features for security, logging and redundancy (e.g., stateful firewall, VPN, SNMP)
- Includes slim profile antenna with 1m cable length
- Supporting 10GB data download monthly per device

4. ADDITIONAL NOTES

Support Model –Enterprise Support Center

REDYREF strives to provide excellent service by leveraging the appropriate level of project management and using industry best practices to ensure delivery meets expectations.

- Hours of Operation for Enterprise Support Center
 - The Enterprise Support Center will be staffed 8:30am-5pm EST, Mon-Friday, excluding US holidays.
- Tickets received will be handled within 24 hours of receipt. This does not guarantee the issue will be resolved as the first step is to diagnose the issue which typically takes hours to days depending on the complexity. Once issue diagnosed and if it's a component replacement, REDYREF will confirm component is available. If available we will pick/pack/ship component by ground shipment to kiosk location. The customer site contact will be confirmed prior to shipment. Once received on-site at customer location REDYREF can assist/manage customer remotely to swap the component OR REDYREF can be contracted to provide on-site labor to swap the component. Labor rates listed in this SOW. Once component is swapped there will be a return label in the same box the new component arrived. The component removed from the kiosk is required to be placed in the same box that new component was shipped, add return label to box and drop off box to appropriate freight carrier, typically UPS or FEDEX.
- Tickets can be submitted via the following options:
 - a) support@redyref.com
 - b) 800-628-3603

Contract Term

- The term of Software Subscription agreement is 1 year; Billed annually on the anniversary of the installation date.
- The term of Platinum Service agreement is 3 years, Billed annually on the anniversary of the installation date.
- The term of Cellular Connectivity Service agreement is 3 year; Billed annually on the anniversary of the installation date.
- Agreement will automatically be renewed upon expiration of the term in 1 year increments if not terminated in writing by either party 15 days prior to the term expiration.
- Pricing can be adjusted after the term agreement.
- REDYREF may terminate this Agreement at any time during the term upon the failure of Customer to observe or perform any of the covenants, terms and conditions of this Agreement where such non-performance is not fully remedied by Owner within thirty (30) days after written notice by REDYREF.

5. SIGNATURE

This document outlines the Statement of Work ("SOW") between EVS Interactive, Inc. dba REDYREF Interactive Kiosks. ("REDYREF"), and Bexar County ("Customer") for contractual services provided for the Kiosk Hardware Support Level Agreement. These services shall be performed in accordance with this SOW and the terms and conditions in any separate, written REDYREF Master Service Agreement or other applicable signed agreement with REDYREF, which agreement is incorporated herein by reference. If no such agreement, the terms of this SOW will apply.



SERVICES AGREEMENT

This SOW must be signed before work can proceed.

Bexar County
By:
Print Name:
Title:
Date:

Please sign and email this Statement of Work to REDYREF Service Coordinator at support@redyref.com.



SERVICES AGREEMENT

Appendix A - Major Metropolitan Areas

City	St	City	St	City	St
Anchorage **	AK	Peoria	IL	Albany	NY
Juneau	AK	Evansville	IN	New York	NY
Birmingham	AL	Ft. Wayne	IN	Rochester	NY
Montgomery	AL	Indianapolis	IN	Syracuse	NY
Juneau **	AK	Kansas City	KA	Brecksville	OH
Fayetteville	AR	Wichita	KS	Cincinnati	OH
Little Rock	AR	Erlanger	KY	Cleveland	OH
Phoenix	AZ	Louisville	KY	Columbus	OH
Tempe	AZ	Lake Charles	LA	Oklahoma City	OK
Tucson	AZ	Metairie	LA	Tulsa	OK
Tucson	AZ	New Orleans	LA	Eugene	OR
Bakersfield	CA	Shreveport	LA	Portland	OR
Fresno	CA	Sulpher	LA	Camp Hill	PA
Grover Beach	CA	Boston	MA	Coraopolis	PA
Los Angeles	CA	Malden	MA	Sharon Hill	PA
Sacramento	CA	Westboro	MA	Harrisburg	PA
San Diego	CA	Portland	ME	Philadelphia	PA
San Francisco	CA	Detroit	MI	Pittsburgh	PA
San Jose	CA	Grand Rapids	MI	Charleston	SC
San Luis Obispo	CA	Livonia	MI	Columbia	SC
W Sacramento	CA	Minneapolis/St. Paul	MN	No. Charleston	SC
Denver	CO	Jackson	MS	Knoxville	TN
Hartford	CT	St. Louis	MO	Memphis	TN
Shelton	CT	Arden Hills	MN	Nashville	TN
Washington	DC	Duluth	MN	Austin	TX
Ft Lauderdale	FL	Columbia	MO	Corpus Christi	TX
Jacksonville	FL	Fenton	MO	Dallas	TX
Miami	FL	Jefferson City	MO	El Paso	TX
Orlando	FL	Kansas City	MO	Houston	TX
Pensacola	FL	Pearl	MS	Lubbock	TX
Tallahassee	FL	Billings	MT	San Antonio	TX
Tampa	FL	Charlotte	NC	Salt Lake City	UT
Atlanta	GA	Durham	NC	Herndon	VA
Forest Park	GA	Raleigh	NC	Richmond	VA
Honolulu **	HI	Wilmington	NC	Roanoke	VA
Cedar Rapids	IA	Bismarck *	ND	Williston	VT
Des Moines	IA	Omaha	NE	Seattle	WA



SERVICES AGREEMENT

Boise	ID	Newark	NJ	Spokane	WA
Chicago	IL	Albuquerque	NM	Tukwila	WA
Elk Grove Village	IL	Las Vegas	NV	Madison	WI
		Reno	NV	Charleston	WV
				Nitro	WV



Terms of Sale/ Warranty/ Service

REDYREF TERMS OF SALE

These terms apply to all purchases of REDYREF Interactive Kiosk (REDYREF) products, software, services, or support.

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ORDER YOUR PRODUCT.

These Terms of Sale (“Agreement”) apply to your purchase of products, software, and/or services and support (together, “Product”) sold in the United States by REDYREF. You agree to these terms by placing your order. If you have already placed your order and no longer want to be bound to this Agreement then you must either promptly cancel your order or return your purchase in accordance with REDYREF’s Return Policy. Please act promptly and note that these options may carry restocking or other fees.

This is a binding agreement. As an Agreement between REDYREF and yourself, it may NOT be altered, supplemented or amended by any other document unless the new document is signed by both you and REDYREF. In addition to this document, the terms contained within the other REDYREF documents referenced in this Agreement, including REDYREF’s License Agreements, Return Policy, Service Agreements, and Limited Warranties may apply to your purchase.

Orders, Pricing and Payments. REDYREF strives to communicate accurate pricing and product information but will not be held responsible for any pricing, typographical, or other errors in such communications. At REDYREF, special attention is paid to accurate price calculation. Despite our best efforts, we are unable



to exclude the possibility of price change. In the event of such changes, customers are notified immediately. The genesis of the price change may occur upon the purchase of raw material or components from the marketplace. The market for steel, components and other raw materials are facing unprecedented headwinds, where market dynamics are causing large price fluctuations and supply chain delays. While it is unlikely that any changes will occur after ordering raw materials and components, REDYREF cannot entirely exclude this possibility. Also worth noting, these fluctuations may also affect project completion dates. That all said, REDYREF will work diligently to limit these changes to the best of our ability.

Your order is subject to cancellation by REDYREF, in REDYREF's sole discretion. Unless otherwise agreed to by REDYREF, payment must be received by REDYREF prior to our acceptance of an order. REDYREF may process payment for and ship parts of an order separately.

Shipping. Product title passes to you when the Product is shipped. You have 5 business days to notify REDYREF of anything missing or wrong.

IMPORTANT – Freight carrier is liable for any damage once the product leaves REDYREF facility. Please carefully check the product prior to freight carrier leaving your facility. You should also mark bill of lading with any comments describing the damage. You are entitled to refuse shipment due to damage. If unsure what to do please call REDYREF customer service department at 800-628-3603 x2 or email at support@redyref.com. Please following this instruction as REDYREF cannot be held responsible for damages related to freight.

Tax. Unless you provide REDYREF with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order.

Warranties. REDYREF MAKES NO OTHER WARRANTIES FOR REDYREF-MANUFACTURED OR REDYREF OEM PRODUCT, AND MAKES NO WARRANTIES WHATSOEVER FOR SERVICE, SOFTWARE, MAINTENANCE OR SUPPORT OR FOR NON-REDYREF BRANDED PRODUCT. SUCH PRODUCT, SOFTWARE, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY REDYREF "AS IS" AND ANY THIRD-PARTY WARRANTIES,



PRODUCTS, SOFTWARE, SERVICES, MAINTENANCE OR SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY REDYREF. UNLESS SPECIFIED IN THE STATEMENT OF WORK OR PROPOSAL. SOME STATES DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

Software. Any software that is part of your purchase will have its own license agreement, including any open source provisions. If any software provided by REDYREF for support or service does not have its own license agreement then REDYREF grants you a personal, non-exclusive license to access and use the software during the term of support or services and only as necessary for you to enjoy the benefits of the support or service.

Service. In addition to these Terms of Sale, REDYREF and/or your third-party service provider may provide service and support to you in accordance with an applicable service agreement, Master Services Agreement (MSA), Statement of Work (SOW) or as otherwise delivered to you. If you have purchased a service offering, please review the applicable service agreement carefully as it contains important rights and limitations.

Receiving Warranty or Service Support. IT IS YOUR RESPONSIBILITY TO BACK UP ALL EXISTING DATA, SOFTWARE AND PROGRAMS BEFORE RECEIVING SERVICES OR SUPPORT (INCLUDING TELEPHONE SUPPORT). REDYREF AND/OR YOUR THIRD-PARTY SERVICE PROVIDER WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS, OR FOR LOSS OF USE OF SYSTEM(S) ARISING OUT OF THE SERVICES OR SUPPORT OR ANY ACT OR OMISSION, INCLUDING NEGLIGENCE, BY REDYREF OR YOUR-THIRD-PARTY SERVICE PROVIDER. Parts used in repairing or servicing Product(s) may be new, equivalent-to-new, or reconditioned.

Telephone Communications. Telephone communications with us, including calls with any of our agents or independent contractors, may be monitored and/or recorded. You expressly consent, on behalf of yourself and other users of your phone number, to being monitored or recorded. By providing us with a phone number (including mobile) as your contact number, you expressly authorize us to contact you regarding



your account for non-telemarketing communications, via text message or telephone, including the use of prerecorded or auto-dialed calls, using that number.

Limitation of Liability. REDYREF DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, REDYREF WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, REDYREF IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. SOME JURISDICTIONS MAY NOT ENFORCE ALL OF THESE LIMITATIONS, AND ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO YOU IN YOUR JURISDICTION WILL APPLY.

Purchases may not be resold or exported unless you have a valid Reseller agreement with REDYREF. Your purchase is for your own use, not for resale or export unless you have a valid resale agreement or expressed permission by REDYREF to resell our products and services. Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to U.S. export and sanctions laws.

Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE-UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE) BETWEEN YOU AND REDYREF arising from or relating to this Agreement, its interpretation or the breach, termination or validity thereof, the relationships which result from this agreement, REDYREF's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO CONFLICTS OF LAW.



Dispute Resolution and Binding Arbitration. YOU AND REDYREF ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND REDYREF, its agents, employees, successors, assigns, direct and indirect subsidiaries, and any third party providing any products or services to you in connection with your purchase (collectively “REDYREF”) arising from or relating in any way to your purchase of Product, this Agreement, its interpretation or the breach, termination or validity thereof, the relationships which result from this Agreement (including relationships with third parties who are not signatories to this Agreement), REDYREF’s advertising or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. The arbitrator shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitration shall be administered by the American Arbitration Association (AAA) or JAMS (or a substitute forum if both are unavailable). Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Consumer claimants (individuals whose transaction is intended for personal, family or household use) may elect to pursue their claims in small-claims court rather than arbitration. The arbitration or small-claims court proceeding will be limited solely to the customer’s individual dispute or controversy.

You agree to an arbitration on an individual basis. In any dispute, NEITHER CUSTOMER NOR REDYREF SHALL BE ENTITLED TO JOIN OR



CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law. Information on AAA or JAMS and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, www.adr.org; JAMS, (800) 352-5267, www.jamsadr.com.

Service Contracts

REDYREF Service Contracts

If you have purchased service(s) from REDYREF your quote, order acknowledgment, invoice or receipt will include the name of the service(s) that you purchased. Some services include multiple methods of service delivery, so please refer to your invoice or other order documentation for the delivery method that applies to you.

To locate your service terms, choose among the relevant Service Descriptions or Offer Specifications below. **Nothing set out in these Service Descriptions affects or reduces the statutory rights and remedies under applicable consumer protection laws that, by law, may not be altered or reduced.**

If you are unable to locate or obtain an electronic copy of an active or inactive Service



Description or Offer Specification on this document, then please contact your REDYREF Customer Support team.

How to Contact REDYREF if You Require Service

Self Help Resolution:

All Basic Hardware Service, included Standard Limited Warranty offerings, are entitled to the following technical service and support:

1. Telephone support services, which provide hardware troubleshooting during local business hours, excluding local national holidays.
2. Technical support services through e-mail.
3. Technical support services through on-line portal (if available)

The REDYREF Technician will verify the service level for the Supported Product and assist Customer with a series of troubleshooting steps to help diagnose the issue. The REDYREF Technician may ask the Customer to open the product enclosure, remove hardware, manipulate software, or perform other diagnostic activities.

If the Supported Product is no longer within its applicable hardware warranty term or the issue is outside the scope of this Service, diagnosis and remedy of the issue may still be available, but at an additional fee.

Parts Return

Once the REDYREF Technician has determined whether it is necessary to replace a part or return the part, Customer will be informed of the next steps to take. Depending on the service level that was purchased by Customer, the corresponding option listed in **Exhibit A** will apply regarding Customer's service response level.

Excluded Services for All Supported Products

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:



- Any services, tasks or activities other than those specifically noted in the Service Description.
- Operating system software how-to assistance
- Database assistance (unless database provided by REDYREF)
- Media replacement for non-REDYREF branded software (for example, Microsoft® Windows)
- Assistance with configuration, optimization, installation, relocation, or upgrades of non-REDYREF software, unless otherwise specified
- Emergency dispatch or Customer-determined incident severity levels
- Case management or escalation management
- Warranty, repair, or any other type of service requested for non-REDYREF products (unless as otherwise stated or included by REDYREF)
- Accessories, operating supplies, peripherals, or parts such as batteries, paper, and covers any recovery or transfer of data
- Repair of damage or defects in Supported Products which are purely cosmetic and do not affect device functionality
- Service for equipment damaged by misuse, vandalism, accident or abuse of the Supported Product and components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices and accessories, improper or insufficient ventilation or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by the Customer (or Customer's agent),
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than REDYREF, REDYREF's authorized reseller or authorized service provider, or by customers utilizing Customer Self Replaceable (CSR) parts.
- Performance assistance
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in this Service Description.

Exhibit A

REDYREF Service Descriptions

Standard Limited Warranty



Mail-In Parts Replacement – 1 year

Mail-in Service is initiated by contacting REDYREF Technician as outlined above. During diagnosis, the REDYREF Technician will determine if the issue requires that the Supported Product be sent to a REDYREF-designated repair center to support a Qualified Incident. Customer is responsible for packaging and shipping Products or Parts. Cycle time is 12-20 business days (may be longer for non-stock items), typically fourteen (14) days including shipping to and from the repair center starting from the date that the Supported Product is received by REDYREF. Response times may vary by region and parts availability. Contact your REDYREF sales representative for more information.

Note: Extended Warranty Available (2 to 5 years)

Software Support Services – Annually renewable

Remote Support & Online Updates

Software Support Services applies to all REDYREF branded software products and includes all software updates and patches (if operating system compatible & hardware specification compatible), access to content management via web-based portal, customer data backup, remote phone support and remote diagnostics during standard business hours

Silver Level Support (SLS) – Annually renewable

Mail-In Parts Advanced Replacement – 1 year

Customers who have purchased SLS will follow the same Limited Warranty request process as outlined above with the difference that parts will be shipped at the time the Qualified Incident is logged by the Service Technician. Customer is responsible for shipping of returned part (or REDYREF will send return ship label if included in SOW). Cycle time is approximately 3-5 business days and expedited shipping may be



available for an additional fee. Customer may be charged if returned parts are found to be in an unsupported condition or not received within 21 days.

Gold Level Support (GLS) – Annually renewable

SLS + Onsite Hardware Support – 1 year

Customers who have purchased GLS will follow the same SLS request process as outlined above with the difference that on-site service is included to swap hardware. During the troubleshooting phase, the REDYREF Technician will determine if an onsite service technician must be dispatched to support a Qualified Incident. For Onsite Service, a technician will typically arrive onsite on the day or day after parts are due to arrive.

Onsite technicians are available Monday-Friday from 8:00 am to 5:00 pm local time, excluding local holidays.

If the technician is dispatched for diagnostic reasons (at the discretion of REDYREF), and additional parts/resources are required once the onsite technician is at the Customer's site, work may be temporarily suspended until the additional parts/resources arrive.

Missed Service Visit: If the Customer or Customer's authorized representative is not at the location when the onsite service technician arrives, the technician cannot complete the required service. When possible, the onsite service technicians will leave a card to let the Customer know that they were there. If this occurs, the Customer may incur an additional service charge for a follow-up service call.

Platinum Level Support (PLS) – Annually renewable

GLS + Remote Monitoring

Customers who have purchased PLS will follow the same GLS request process as outlined above with the difference that remote monitoring is included



Remote monitoring and proactive diagnostics derived from installed REDYREF software is outlined in an individual SOW. If you have purchased this service or Service Level, please contact the REDYREF Sales or Service Support teams for additional information.

Remote Temperature & Power Support (RTPS) – Annually renewable

Remote Temperature & Power Support provides Temp Sensor, Remote Power Control and Door Alarm (additional hardware required for Alarm)

RTPS services derived from installed REDYREF software is outlined in an individual SOW. If you have purchased this service or Service Level, please contact the REDYREF Sales or Service Support teams for additional information.

Installation Services

Installation services are detailed in an individual SOW. If you have purchased installation services, please contact the REDYREF Sales or Service Support teams to receive your specific Statement of Work.

Other Professional Services

Professional Services

Other Professional Services are detailed in an individual SOW. If you have purchased non-product related services, please contact the REDYREF Sales or Service Support teams to receive your specific SOW.

Warranty

REDYREF Standard Limited Warranty

REDYREF-manufactured kiosk products purchased in the U.S. or Canada come with a limited 1-year warranty. REDYREF may offer different delivery methods for warranty service, including but not limited to parts and product dispatches, mail-in



service and onsite service. Service upgrades, Renewals and extensions of your limited warranty may also be available during or after your purchase of our product(s).

What is covered by this limited warranty?

This limited warranty covers defects in materials and workmanship in your REDYREF-manufactured kiosk products, including REDYREF-provided peripheral products.

What is not covered by this limited warranty?

This limited warranty does not cover:

- Software not provided by REDYREF, including without limitation, the operating system and software added to the REDYREF-manufactured hardware products through our factory-integration system, third-party software or the reloading of software
- Non REDYREF-provided products and accessories
- Problems that result, directly or indirectly, from:
 - External causes such as accident, abuse, misuse, vandalism or problems with electrical power.
 - Improper ventilation
 - Servicing not authorized by REDYREF.
 - Usage that is not in accordance with product instructions.
 - Failure to follow the product instructions or failure to perform preventive maintenance.
 - Using accessories, parts or components not supplied by REDYREF.
 - Commercial hardware products that use, or in which have been installed, products or components that have not been provided by REDYREF.
- Products or Peripherals with missing or altered service tags or serial numbers
- Products for which REDYREF has not received payment
- Outdoor products that are specifically designed for customer or customer has added non-REDYREF components that did not have third party environmental validation testing.
- Normal wear and tear

REDYREF'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE



PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR REDYREF-MANUFACTURED PRODUCTS, REDYREF PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. REDYREF EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. REDYREF DOES NOT WARRANT THAT THE OPERATION OF ANY REDYREF PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

How long does this limited warranty last?

This limited warranty may be voided by REDYREF, at REDYREF's sole discretion, if third party products that were not provided by REDYREF are installed on your REDYREF kiosk.

Otherwise, this limited warranty lasts for the time period indicated on your packing slip, invoice or receipt.

The limited warranty on all REDYREF-manufactured products purchased directly from REDYREF begins on the date of the packing slip, invoice, receipt or other sales



documentation. For products manufactured by third-party manufacturers and provided by REDYREF as part of our kiosk solution, the limited warranty begins on the date of your original sales receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. REDYREF may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

Important Notice Relating to Third Party Product

REDYREF cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party. In some cases, such as with battery packs and power adapters, use of third party product may pose an increased risk of reliability or safety issues, including increased risk of fire or explosion. This limited warranty may be voided by REDYREF, at REDYREF's sole discretion, if you install or use in a REDYREF kiosk any third party product that was not provided by REDYREF.

REDYREF kiosks are not UL listed as a standard. REDYREF tries to use UL listed components but cannot due to cost and availability from suppliers. If UL listed kiosk or components are required for your project please discuss with your REDYREF sale rep.

What do I do if I need warranty service?

1. **Email requests can be sent to:** Email support@redyref.com
2. **Telephone support requests:** Call 800-628-3603

What will REDYREF do?

Upon contacting REDYREF, you will be required to engage in a remote diagnosis session to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions. If REDYREF determines that your issue is the result of a defect in materials or workmanship but the issue is not able to be resolved remotely, REDYREF, at its sole



discretion, may dispatch a replacement part to you, arrange for you to send your product or defective part back to REDYREF's repair depot or replace the part or product with a comparable part or product that may be new or refurbished. Parts returned to our depot will be processed and returned within 21 business days, unless a separate Service Level Agreement (SLA) is in place. If the REDYREF SLA for your product also includes onsite service then REDYREF may also elect to dispatch a service technician to your location to perform the repair or replacement. Additional information on our other purchasable service levels can be found in our REDYREF Service Contracts document.

If your limited warranty has expired or if we determine that the problem is **not** covered under this limited warranty, we may be able to offer you service alternatives on a fee basis.

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited warranty for the product you purchased. REDYREF owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to REDYREF.

REDYREF may use authorized representatives to provide any of the technical support or repair services under this limited warranty.

Important information about returning products to REDYREF for repair or replacement:

For In-Warranty Product: Customer supplies box, pays shipping to REDYREF, REDYREF pays shipping back: Upon a determination by REDYREF that your In-Warranty product should be returned to REDYREF for repair or replacement, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the product to us in its original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk if the product is lost or damaged in shipment, which could void warranty coverage as customer-induced damage. We will return the repaired or replacement part to you. We will pay to ship the repaired or replaced product to you if you use an address in the United



States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Out-of Warranty: Customer supplies box, Customer pays shipping both ways: Upon a determination by REDYREF that your Out-of-Warranty product should be returned to REDYREF for repair or replacement, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the product to us in its original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk if the product is lost or damaged in shipment, which could void warranty coverage as customer-induced damage. We will review the part upon arrival and submit an estimated cost to customer to repair or replace part. If approved by customer REDYREF will proceed upon payment by customer for cost plus freight. We will then return the repaired or replacement part to you.

When you contact us regarding certain products, we may offer to ship you a replacement part prior to receiving your original product back. In such instance, we require a valid credit card number at the time you request a replacement part or ask you to reference your Service Level Agreement. We will not charge or invoice you for the replacement part as long as you return the original product to us within 10 days of your receipt of the replacement part and we confirm that your product issue is covered under this limited warranty. If we do not receive your original product within 10 days, we will charge your credit card or invoice you for the then-current standard price for the product. If upon receipt of your original product, we determine that your product issue is not covered under this limited warranty, you will be given the opportunity to return the replacement unit, at your sole expense, within 10 days from the date we contact you regarding the lack of coverage for your issue or we will charge to your credit card or invoice you the then-current standard price for the product. In addition, if you fail to pay REDYREF the amounts, REDYREF may suspend your limited warranty support until the applicable amount is paid. A suspension of your limited warranty for failure to properly return a product or to pay an amount charged for such



failure to return a product will not toll the term of your limited warranty and the limited warranty will still expire in accordance with its original term.

Important information about Silver, Gold, Platinum Level Support by REDYREF:

If you have a Service Level Agreement that provides for advanced replacement of hardware, REDYREF will dispatch a new or refurbished part for you to replace a defective part in advance of receiving the defective part, if we agree that the defective part needs to be replaced. You must return the defective part to REDYREF. In such instances, we may require a valid credit card number at the time you request a replacement part. We will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. Failure to timely return the defective part to REDYREF in accordance with the written instructions provided with the replacement part may result in the suspension of your service level agreement/limited warranty support or a charge to your credit card or invoice in the amount of the then-current standard REDYREF price for that part. A suspension of your limited warranty for failure to properly return a part will not toll the term of your service level agreement/limited warranty and the service level agreement/limited warranty will still expire in accordance with its original term.

We will pay to ship the part to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the part freight collect or charge in advance.

NOTE: If applicable, before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. When returning



parts to REDYREF, please only include the product components requested by REDYREF.

Important information about Onsite Service After Remote Diagnosis:

If the Service Level Agreement or other service level for your kiosk includes onsite warranty service, and if REDYREF determines that your issue is covered under this Service Level Agreement and your problem cannot be resolved remotely or, if applicable, by dispatching a part or replacement part to you, then REDYREF may dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Please tell the service coordinator the full address of your system's location. Both the performance of service and service response times depend upon the time of day your request is received by REDYREF, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this Service Level Agreement. An adult must be present at all times during the service technician's visit. You must grant the service technician full access to the system and (at no cost to REDYREF) have working space, electricity and a local telephone line. If these requirements are lacking, REDYREF is not obligated to provide service. In addition, REDYREF is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you threaten our technician either verbally or physically, or if your location or the general area where the system is located is dangerous, infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

If REDYREF determines that your system needs a replacement part, you authorize the on-site technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to allow the on-site technician to return nonworking/unused units/warranty parts to REDYREF.



What if I purchased a service contract?

If you purchased an additional or uplifted service contract (Service Level Agreement) from REDYREF, service will be provided to you under the terms of the service level agreement. Please refer to that contract for details on how to obtain service.

THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. REDYREF'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY STATEMENT. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, REDYREF DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT. ANY IMPLIED WARRANTIES AND CONDITIONS THAT MAY BE IMPOSED BY AND THAT ARE NOT PERMITTED TO BE DISCLAIMED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED LIFETIME WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

REDYREF DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED LIFETIME WARRANTY AND WE DO NOT ACCEPT LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. REDYREF'S LIABILITY WILL BE NO



MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH REDYREF IS RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: May 11, 2023
Subject: Approval of Special Assessment Proceedings – Milstock Addition Unit 2
Agenda Item: New Business

Recommendation: I recommend the City Commission approve the documents as presented which will accept the final costs for the Milstock Addition Unit 2 Special Assessment improvements and the documents that will notice the public and property owners of a public hearing to be set at the June 5 City Commission meeting. This was originally approved at the May 1, 2023 meeting but due to the costs being incorrect and the notice not being published by the correct date to follow the requirement of giving 10 day's notice, it must be approved again with the new date of June 5, 2023.

Background: The City Commission previously approved Resolution No. 2022-13 which authorized improvements to be special assessed in Milstock Addition Unit 2. The construction of the improvements are now complete and we have the final numbers to approve. The special assessment process includes approving the final costs of the project, approving the assessment rolls, setting a public hearing for any comments regarding the assessments and causing the City Clerk to post notice of the public hearing in the newspaper and sending notices to the property owners.

Justification: The special assessment proceedings are required by State Statute.

Financial Considerations: The costs of the project will be bonded later in the year. Currently we have financed the improvements with Temporary Notes.

Purpose/Mission: To expand the infrastructure and development in the City.

Legal Considerations: None

Attachments: Exhibit A – Statement of Final Costs, Exhibit B – Assessment Roll Certification, Exhibit C – Notice of Public Hearing (to be published in the newspaper), Exhibit D – Notice of Hearing and Statement of Costs Proposed to be Assessed (to be sent to property owner)

Special Assessment Proceedings
Milstock Addition Unit 2

Authorized by Resolution No. 2022-13

Attached documents:

- Exhibit A - Statement of Final Costs
- Exhibit B – Assessment Roll Certification
- Exhibit C – Notice of Public Hearing
- Exhibit D – Notice of Hearing and Statement of Costs proposed to be Assessed

EXHIBIT B

ASSESSMENT ROLL CERTIFICATION
Milstock Addition Unit 2

The undersigned having been designated by the City of Dodge City, Kansas (the “City”), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefore in connection with certain internal improvements heretofore authorized by the City Commission, hereby reports that each and all of said respective assessments have been determined to be as shown on the Schedule(s) attached hereto and made a part hereof by reference as though fully set out herein.

Dated: May 15, 2023

CITY OF DODGE CITY, KANSAS

By _____

EXHIBIT C

(Published in the Dodge City Daily Globe, on May ____, 2023)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF DOGE CITY, KANSAS

You and each of you are hereby notified that the City Commission of the City of Dodge City, Kansas (the “City”) will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 et seq., at City Hall, 806 Second Avenue in the City, on June 5, 2023, at 7:00 p.m. Said public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements: Milstock Addition Unit 2, Resolution No. 2022-13, design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets, curbs and drainage serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 Milstock Addition, Unit 2 , an addition to the City of Dodge City, Ford County, Kansas. Cost of Improvements – \$1,408,707.23; \$1,408,707.23 to be assessed to property owner and \$0 to be paid by the City at Large.

An assessment roll prepared in accordance with the referenced Resolution approved by the City Commission is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the City Commission will consider an Ordinance levying such special assessments.

Dated: May 15, 2023

Nicole May
Finance Director

EXHIBIT D
NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED

May 15, 2023
Dodge City, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on Schedule I attached hereto, that there is proposed to be assessed against said property, certain amounts for the costs of certain internal improvements (the "Improvements") heretofore authorized by the City Commission of the City of Dodge City, Kansas (the "City"). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are set forth on Schedule I attached hereto.

You are hereby further notified that the City Commission of the City will meet on June 5, 2023, at 7:00 P.M., at City Hall, 806 Second Avenue, in the City, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection.
WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID PUBLIC HEARING.

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part on or before June 30, 2023. Any amount not so paid on or before June 30, 2023, will be collected in 15 annual installments, together with interest thereon at the rate obtained by the City for its general obligation bonds issued to finance the costs of the Improvements.

Nicole May
Finance Director

SCHEDULE I

Milstock Addition Unite 2, - Resolution No. 2022-13

<u>Description of Property</u>	<u>Amount proposed to be Assessed</u>
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 Milstock Addition, Unit 2, an addition to the City of Dodge City, Ford County, Kansas	\$1,408,707.23



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: May 11, 2023
Subject: Approval of Special Assessment Proceedings – Casa Del Rio
Agenda Item: New Business

Recommendation: I recommend the City Commission approve the documents as presented which will accept the final costs for the Casa Del Rio Addition Special Assessment improvements and the documents that will notice the public and property owners of a public hearing to be set at the June 5 City Commission meeting. This was originally approved at the May 1, 2023 meeting but due to the costs being incorrect and the notice not being published by the correct date to follow the requirement of giving 10 day's notice, it must be approved again with the new date of June 5, 2023.

Background: The City Commission previously approved Resolution No. 2021-04 which authorized improvements to be special assessed in Casa Del Rio Addition. The construction of the improvements are now complete and we have the final numbers to approve. The special assessment process includes approving the final costs of the project, approving the assessment rolls, setting a public hearing for any comments regarding the assessments and causing the City Clerk to post notice of the public hearing in the newspaper and sending notices to the property owners.

Justification: The special assessment proceedings are required by State Statute.

Financial Considerations: The costs of the project will be bonded later in the year. Currently we have financed the improvements with Temporary Notes.

Purpose/Mission: To expand the infrastructure and development in the City.

Legal Considerations: None

Attachments: Exhibit A – Statement of Final Costs, Exhibit B – Assessment Roll Certification, Exhibit C – Notice of Public Hearing (to be published in the newspaper), Exhibit D – Notice of Hearing and Statement of Costs Proposed to be Assessed (to be sent to property owner)

Special Assessment Proceedings
Casa Del Rio Addition

Authorized by Resolution No. 2021-04

Attached documents:

- Exhibit A - Statement of Final Costs
- Exhibit B – Assessment Roll Certification
- Exhibit C – Notice of Public Hearing
- Exhibit D – Notice of Hearing and Statement of Costs proposed to be Assessed

EXHIBIT B

ASSESSMENT ROLL CERTIFICATION
Casa Del Rio Addition

The undersigned having been designated by the City of Dodge City, Kansas (the “City”), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefore in connection with certain internal improvements heretofore authorized by the City Commission, hereby reports that each and all of said respective assessments have been determined to be as shown on the Schedule(s) attached hereto and made a part hereof by reference as though fully set out herein.

Dated: May 15, 2023

CITY OF DODGE CITY, KANSAS

By _____

EXHIBIT C

(Published in the Dodge City Daily Globe, on May ____, 2023)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF DOGE CITY, KANSAS

You and each of you are hereby notified that the City Commission of the City of Dodge City, Kansas (the "City") will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 et seq., at City Hall, 806 Second Avenue in the City, on June 5, 2023, at 7:00 p.m. Said public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements: Casa Del Rio Addition, Resolution No. 2021-04, design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets, curbs and drainage serving Lots 1 – 23, Casa Del Rio Addition, to the City of Dodge City, Ford County, Kansas. Cost of Improvements – \$854,706.22; \$854,706.22 to be assessed to property owner and \$0 to be paid by the City at Large.

An assessment roll prepared in accordance with the referenced Resolution approved by the City Commission is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the City Commission will consider an Ordinance levying such special assessments.

Dated: May 15, 2023

Nicole May
Finance Director

EXHIBIT D
NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED

May 15, 2023
Dodge City, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on Schedule I attached hereto, that there is proposed to be assessed against said property, certain amounts for the costs of certain internal improvements (the "Improvements") heretofore authorized by the City Commission of the City of Dodge City, Kansas (the "City"). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are set forth on Schedule I attached hereto.

You are hereby further notified that the City Commission of the City will meet on June 5, 2023, at 7:00 P.M., at City Hall, 806 Second Avenue, in the City, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection.
WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID PUBLIC HEARING.

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part on or before June 30, 2023. Any amount not so paid on or before June 30, 2023, will be collected in 15 annual installments, together with interest thereon at the rate obtained by the City for its general obligation bonds issued to finance the costs of the Improvements.

Nicole May
Finance Director

SCHEDULE I

Casa Del Rio Addition, - Resolution No. 2021-04

Description of Property

Amount proposed to be Assessed

Lots 1- 23 Casa Del Rio,
an addition to the City of Dodge City,
Ford County, Kansas

\$854,706.22



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: May 11, 2023
Subject: Approval of Special Assessment Proceedings – Candletree Addition Unit 6
Agenda Item: New Business

Recommendation: I recommend the City Commission approve the documents as presented which will accept the final costs for the Candletree Addition Unit 6 Special Assessment improvements and the documents that will notice the public and property owners of a public hearing to be set at the June 5 City Commission meeting. This was originally approved at the May 1, 2023 meeting but due to the costs being incorrect and the notice not being published by the correct date to follow the requirement of giving 10 day's notice, it must be approved again with the new date of June 5, 2023.

Background: The City Commission previously approved Resolution No. 2021-03 which authorized improvements to be special assessed in Candletree Addition Unit 6. The construction of the improvements are now complete and we have the final numbers to approve. The special assessment process includes approving the final costs of the project, approving the assessment rolls, setting a public hearing for any comments regarding the assessments and causing the City Clerk to post notice of the public hearing in the newspaper and sending notices to the property owners.

Justification: The special assessment proceedings are required by State Statute.

Financial Considerations: The costs of the project will be bonded later in the year. Currently we have financed the improvements with Temporary Notes.

Purpose/Mission: To expand the infrastructure and development in the City.

Legal Considerations: None

Attachments: Exhibit A – Statement of Final Costs, Exhibit B – Assessment Roll Certification, Exhibit C – Notice of Public Hearing (to be published in the newspaper), Exhibit D – Notice of Hearing and Statement of Costs Proposed to be Assessed (to be sent to property owner)

Special Assessment Proceedings
Candletree Addition Unit 6

Authorized by Resolution No. 2021-03

Attached documents:

- Exhibit A - Statement of Final Costs
- Exhibit B – Assessment Roll Certification
- Exhibit C – Notice of Public Hearing
- Exhibit D – Notice of Hearing and Statement of Costs proposed to be Assessed

EXHIBIT B

ASSESSMENT ROLL CERTIFICATION
Candletree Addition Unit 6

The undersigned having been designated by the City of Dodge City, Kansas (the “City”), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefore in connection with certain internal improvements heretofore authorized by the City Commission, hereby reports that each and all of said respective assessments have been determined to be as shown on the Schedule(s) attached hereto and made a part hereof by reference as though fully set out herein.

Dated: May 15, 2023

CITY OF DODGE CITY, KANSAS

By _____

EXHIBIT C

(Published in the Dodge City Daily Globe, on May ____, 2023)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF DOGE CITY, KANSAS

You and each of you are hereby notified that the City Commission of the City of Dodge City, Kansas (the “City”) will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 et seq., at City Hall, 806 Second Avenue in the City, on June 5, 2023, at 7:00 p.m. Said public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements: Candletree Addition Unit 6, Resolution No. 2021-03, design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets, curbs and drainage serving Lots 1, 2, 3, 4, 5 Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Block 3 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 Block 4 Candletree Addition, Unit Six to the City of Dodge City, Kansas, Ford County, Kansas. Cost of Improvements – \$1,407,580.78; \$1,407,580.78 to be assessed to property owner and \$0 to be paid by the City at Large.

An assessment roll prepared in accordance with the referenced Resolution approved by the City Commission is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the City Commission will consider an Ordinance levying such special assessments.

Dated: May 15, 2023

Nicole May
Finance Director

EXHIBIT D
NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED

May 15, 2023
Dodge City, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on Schedule I attached hereto, that there is proposed to be assessed against said property, certain amounts for the costs of certain internal improvements (the "Improvements") heretofore authorized by the City Commission of the City of Dodge City, Kansas (the "City"). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are set forth on Schedule I attached hereto.

You are hereby further notified that the City Commission of the City will meet on June 5, 2023, at 7:00 P.M., at City Hall, 806 Second Avenue, in the City, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection.
WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID PUBLIC HEARING.

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part on or before June 30, 2023. Any amount not so paid on or before June 30, 2023, will be collected in 15 annual installments, together with interest thereon at the rate obtained by the City for its general obligation bonds issued to finance the costs of the Improvements.

Nicole May
Finance Director

SCHEDULE I

Candletree Addition Unit 6, - Resolution No. 2021-03

<u>Description of Property</u>	<u>Amount proposed to be Assessed</u>
Lots 1, 2, 3, 4, 5 Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 Block 4 Candletree Addition, Unit 6, an addition to the City of Dodge City, Ford County, Kansas	\$1,407,580.78