

**Public Works Committee Meeting**  
**Tuesday, July 1, 2025 5:00 PM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

**2. Roll Call**

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

**3. Items of Business**

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.

3.A. Consider the Windstream Permit Request to Occupy City of Crete Right-of-Way

3.B. Burn Pit Policy

3.C. Consider the esri (Environmental Systems Research Institute, Inc.) quotation #Q-549472 and agreement

**4. Officers' Reports**

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

**5. Adjournment**

**Disclaimers & Notices**

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at [www.crete.ne.gov](http://www.crete.ne.gov).



243 East 13th Street  
P.O. Box 86  
Crete, NE 68333-0086

## Application for a Permit to Occupy City of Crete Right-of-Way (Rev. 2, 11-2015)

I Windstream Nebraska hereby request to occupy City of Crete Right-of-  
Name

Way at 2429 County Rd F with a device or structure.  
Address

Description of structure or device:

Place a total of 2,100' of buried FOC for dedicated circuit to provide fiber to radio tower at Crete airport

PR 37289 / 715052224

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director \_\_\_\_\_ Date: \_\_\_\_\_

Note:

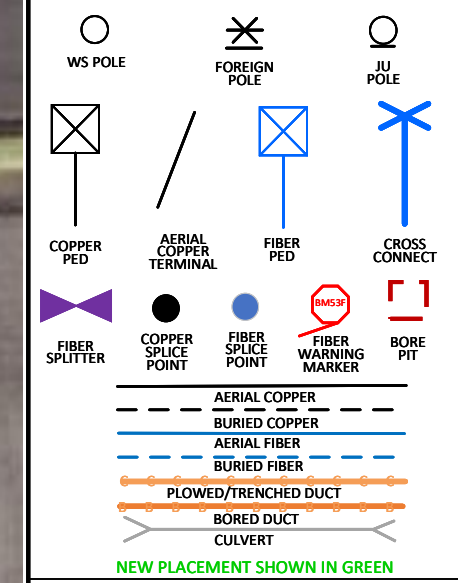
- 1) All applicants to occupy public right-of-way understand and agree that if, for any reason, the City or its agents require access; the obstruction shall be moved at the applicant's expense.
- 2) Any items approved for placement in the right-of-way shall be held to the building or property line as closely as possible.
- 3) If this is a 3rd party utility type project, all affected property owners shall be notified prior to the beginning of project by the project owner, or the project's contractor.
- 4) City Council approval is required for large projects (more than one property involved, or utility oriented projects).
- 5) All requests to occupy right-of-way must include a detailed sketch, print, or drawing with dimensions with respect to property lines, paving, curbs etc....
- 6) If this application is for underground sprinkler systems, a print or drawing of the system including location of lines and heads with measurements listed must accompany the application. Additionally, the applicant may be required to provide proof of proper permits to install, plumb, and provide backflow protection for said underground sprinkler systems.
- 7) Application for a permanent structure deemed to be a traffic or public safety hazard or which limit visibility will be denied.
- 8) An application shall be approved before any construction or installation is allowed to begin.

Natalia Ewing  
Signature of Applicant

June 23, 2025  
Date of Application



**LEGEND**



<b>DATE:</b> 6/18/2025	
<b>PROJECT:</b> CWIF398968	
<b>WORK ORDER:</b> 71505222400000	
<b>EXCHANGE:</b> CRET	
<b>DESCRIPTION:</b> PROVIDE FIBER SERVICE TO RADIO TOWER AT CRETE AIRPORT	
<b>CONTACTS:</b> JOE OZDYCH 703-463-1169	
<b>MOP REQUIRED:</b> Y	<b>PERMIT REQUIRED:</b> Y
<b>Construction Manager:</b> WAYDE COLE 531-510-7564	
<b>ENGINEER:</b> KYLE BETKE (402) 326-9844	
<b>MAP:</b> CRET	<b>PAGE:</b> 1 OF 7



**REQUIRES CITY OF CRETE PERMIT**  
GPS: 40.625135, -96.926801

WORK AREA

RADIO TOWER LOCATION

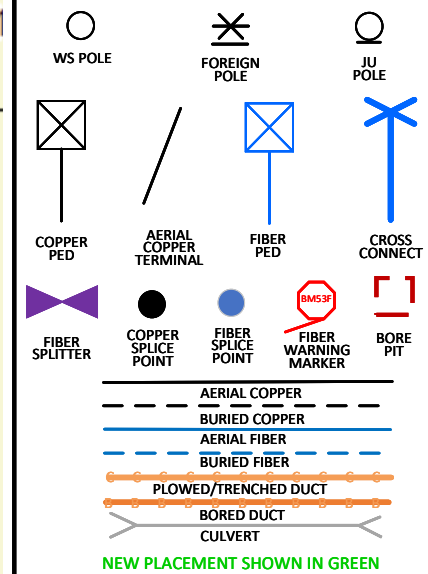
2429 County Rd F

Crete Municipal Airport - CEK

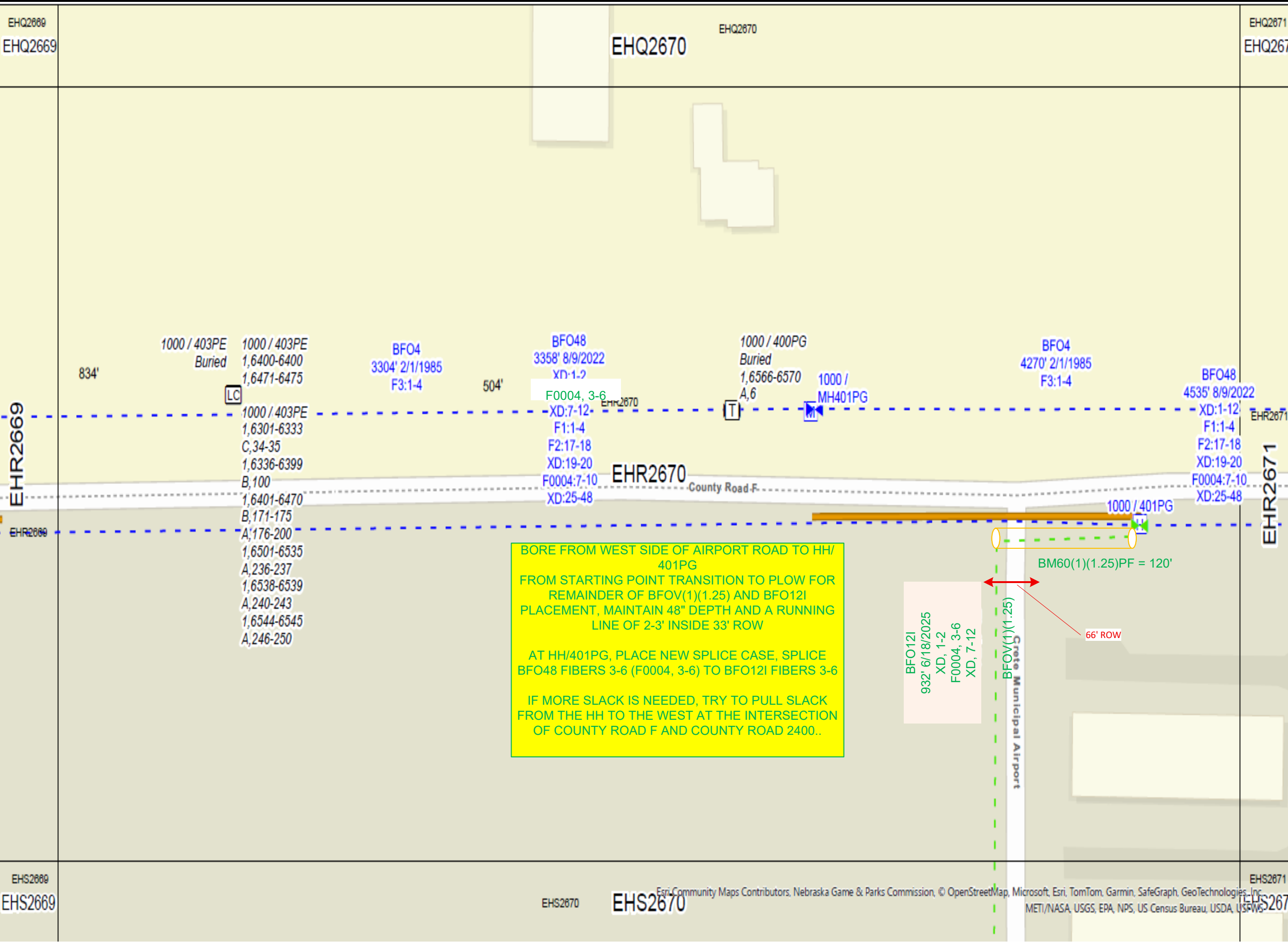
Image © 2025 Airbus



**LEGEND**



<b>DATE:</b>	6/18/2025
<b>PROJECT:</b>	CWIF398968
<b>WORK ORDER:</b>	71505222400000
<b>EXCHANGE:</b>	CRET
<b>DESCRIPTION:</b>	PROVIDE FIBER SERVICE TO RADIO TOWER AT CRETE AIRPORT
<b>CONTACTS:</b>	JOE OZDYCH 703-463-1169
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<b>Construction Manager:</b>	WAYDE COLE 531-510-7564
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<b>MAP:</b>	CRET
<b>PAGE:</b>	3 OF 7



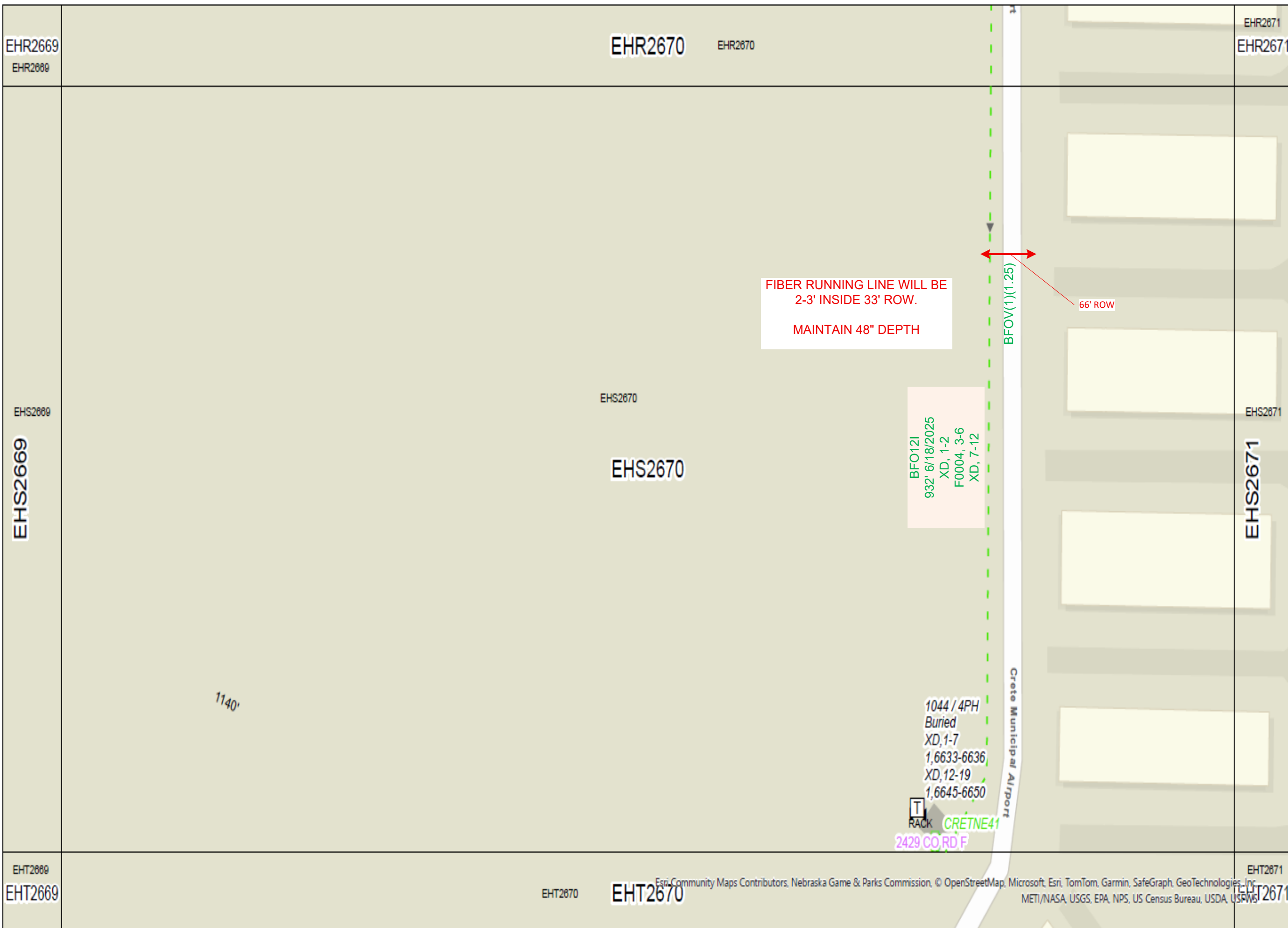
BORE FROM WEST SIDE OF AIRPORT ROAD TO HH/401PG FROM STARTING POINT TRANSITION TO PLOW FOR REMAINDER OF BFOV(1)(1.25) AND BFO12I PLACEMENT, MAINTAIN 48" DEPTH AND A RUNNING LINE OF 2-3' INSIDE 33' ROW

AT HH/401PG, PLACE NEW SPLICE CASE, SPLICE BFO48 FIBERS 3-6 (F0004, 3-6) TO BFO12I FIBERS 3-6

IF MORE SLACK IS NEEDED, TRY TO PULL SLACK FROM THE HH TO THE WEST AT THE INTERSECTION OF COUNTY ROAD F AND COUNTY ROAD 2400..

BFO12I  
932' 6/18/2025  
XD, 1-2  
F0004, 3-6  
XD, 7-12





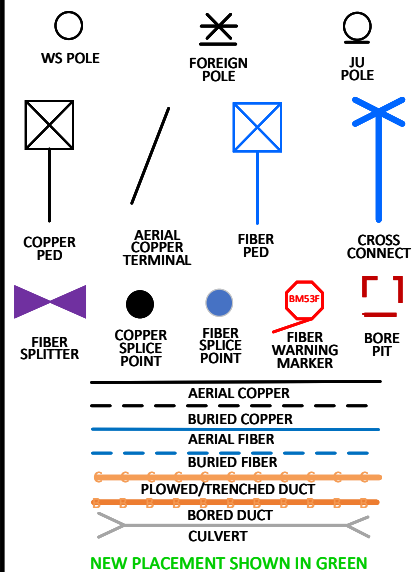
FIBER RUNNING LINE WILL BE  
2-3' INSIDE 33' ROW.  
MAINTAIN 48" DEPTH

BFO121  
932' 6/18/2025  
XD, 1-2  
F0004, 3-6  
XD, 7-12

1044 / 4PH  
Buried  
XD, 1-7  
1,6633-6636  
XD, 12-19  
1,6645-6650

T  
RACK  
CRETNE41  
2429 CO RD F

**LEGEND**



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CRET

**DESCRIPTION:**  
PROVIDE FIBER SERVICE  
TO RADIO TOWER AT  
CRETE AIRPORT

**CONTACTS:**  
JOE OZDYCH  
703-463-1169

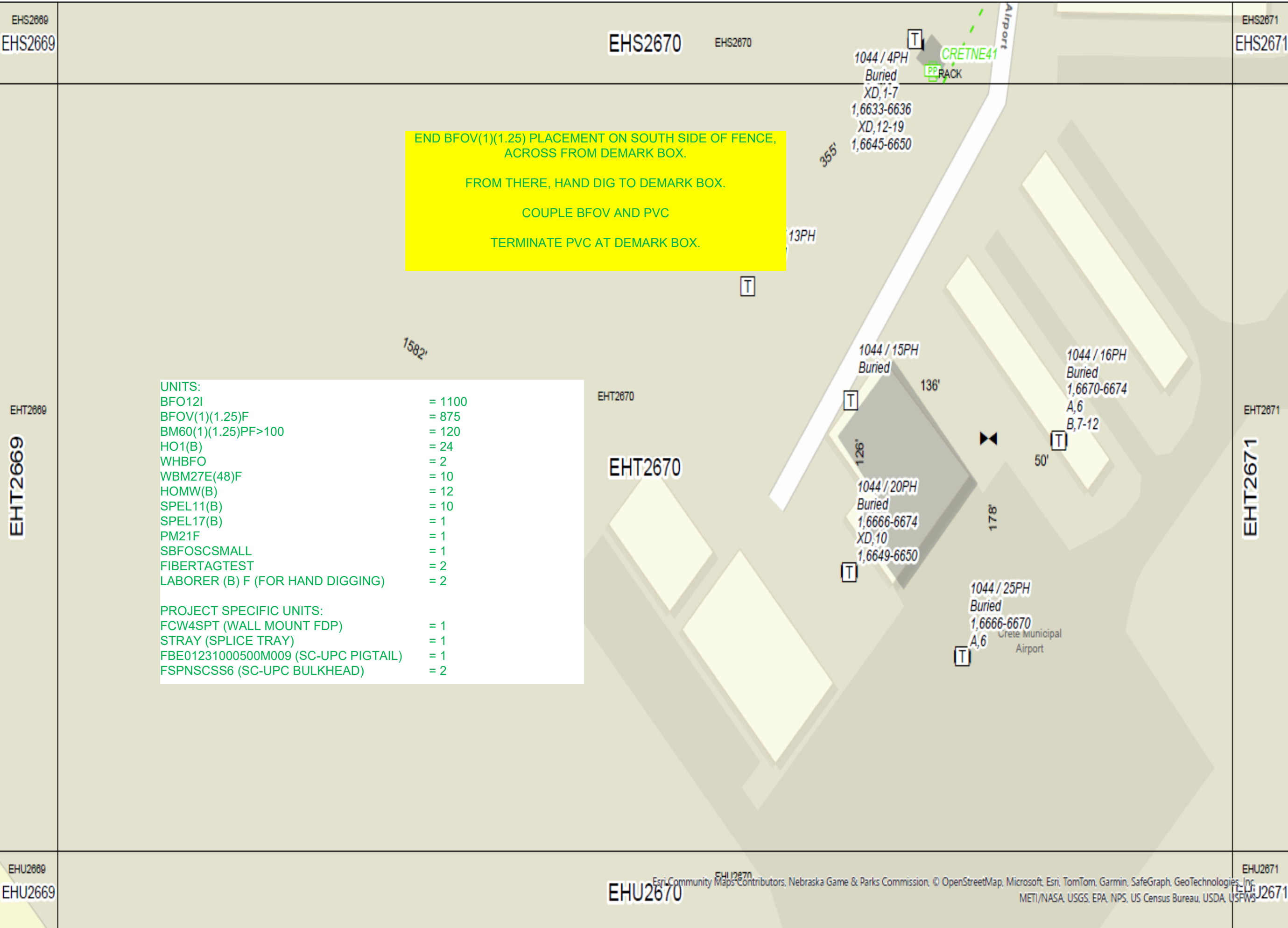
<b>MOP REQUIRED:</b> Y	<b>PERMIT REQUIRED:</b> Y
---------------------------	------------------------------

**Construction Manager:**  
WAYDE COLE  
531-510-7564

**ENGINEER:**  
KYLE BETKE  
(402) 326-9844

<b>MAP:</b> CRET	<b>PAGE:</b> 4 OF 7
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END BFOV(1)(1.25) PLACEMENT ON SOUTH SIDE OF FENCE,  
 ACROSS FROM DEMARK BOX.  
  
 FROM THERE, HAND DIG TO DEMARK BOX.  
  
 COUPLE BFOV AND PVC  
  
 TERMINATE PVC AT DEMARK BOX.

<b>UNITS:</b>	
BFO12I	= 1100
BFOV(1)(1.25)F	= 875
BM60(1)(1.25)PF>100	= 120
HO1(B)	= 24
WHBFO	= 2
WBM27E(48)F	= 10
HOMW(B)	= 12
SPEL11(B)	= 10
SPEL17(B)	= 1
PM21F	= 1
SBFOSCSMALL	= 1
FIBERTAGTEST	= 2
LABORER (B) F (FOR HAND DIGGING)	= 2
<b>PROJECT SPECIFIC UNITS:</b>	
FCW4SPT (WALL MOUNT FDP)	= 1
STRAY (SPLICE TRAY)	= 1
FBE01231000500M009 (SC-UPC PIGTAIL)	= 1
FSPNSCSS6 (SC-UPC BULKHEAD)	= 2

### LEGEND


AERIAL COPPER  
 BURIED COPPER  
 AERIAL FIBER  
 BURIED FIBER  
 PLOWED/TRENCHED DUCT  
 BORED DUCT  
 CULVERT  
 NEW PLACEMENT SHOWN IN GREEN

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<b>MAP:</b> CRET	<b>PAGE:</b> 5 OF 7
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 METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

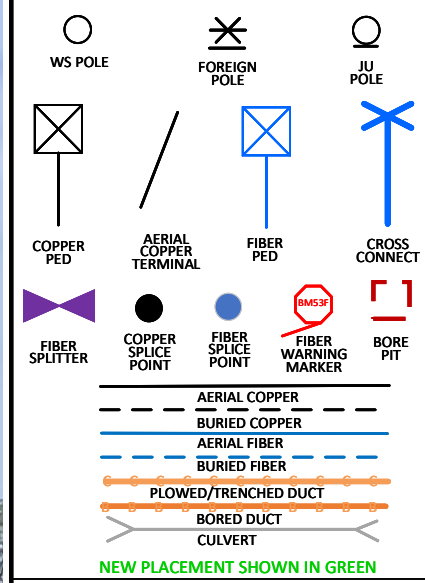


HAND DIG FROM WHERE PLOW PLACEMENT ENDS  
AT FENCE TO 3X3 DEMARK BOX.

PLACE PVC IN TRENCH AND ATTACH TO DEMARK  
BOX.

DEPTH NEEDS TO BE 3' (36")

**LEGEND**



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(402) 326-9844

<b>MAP:</b> CRET	<b>PAGE:</b> 6 OF 7
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**GENTLY MOVE EQUIPMENT AS NEEDED TO ALLOW FOR PLACEMENT OF NEW FDP.**

**LABEL FDP CRETNE41**

**CIRCUITS WILL BE ON PORTS 3-6**

### LEGEND


--- AERIAL COPPER  
 --- BURIED COPPER  
 --- AERIAL FIBER  
 --- BURIED FIBER  
 --- PLOWED/TRENCHED DUCT  
 --- BORED DUCT  
 --- CULVERT

NEW PLACEMENT SHOWN IN GREEN

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<b>MOP REQUIRED:</b> Y	<b>PERMIT REQUIRED:</b> Y
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531-510-7564

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(402) 326-9844

<b>MAP:</b> CRET	<b>PAGE:</b> 7 OF 7
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**Crete, Nebraska Burn Pit Key Access Policy**

- Businesses desiring access to the City of Crete’s burn pit shall pay a \$500 nonrefundable annual fee and pay additional fees for each dump trip based on size of the load as established in the Crete Master Fee Schedule.
- Annual fee will be \$250 for the remainder of 2025 and will increase to \$500 on January 1, 2026.
- The annual fee to keep the key shall renew each year on January 1.
- To avoid being charged the recurring fee, businesses shall return the key to the Crete City Hall Public Works office.
- Failure to return the key to Crete City Hall while refusing to pay annual fee shall result in a \$50 fine.
- Access to the Crete, Nebraska burn pit shall be for the disposal of tree limbs only. No construction materials or treated or untreated lumber shall be dumped in the Burn Pit. Dumping unauthorized material in the Burn Pit shall result in a fine of \$300.00 and a loss of permission to use key access to the Burn Pit.
- Failure to report all loads dumped shall result in loss of permission to use key access to the burn pit.
- Access to the Burn Pit shall not include access to the metal pile or transfer bins. Use of key to dispose of items not a tree limb will result in loss of permission to use key access to the burn pit.
- Burn Pit shall remain free to individuals living within Crete City Limits for personal use during standard hours on Tuesday and Saturday.

**Agreement**

I \_\_\_\_\_ (Name of Business) have read the above rules regarding key access to the Crete Burn Pit. I understand that failure to dispose of proper materials in the burn pit will result in loss of key access and a fine. I also understand key access only grants me access to the Burn Pit and any attempts to access other parts of the Crete Transfer Station will result in loss of permission to access the burn pit.

Signed: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact phone number: \_\_\_\_\_



Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Quotation # Q-549472**

Date: May 27, 2025

Customer # 437052 Contract #

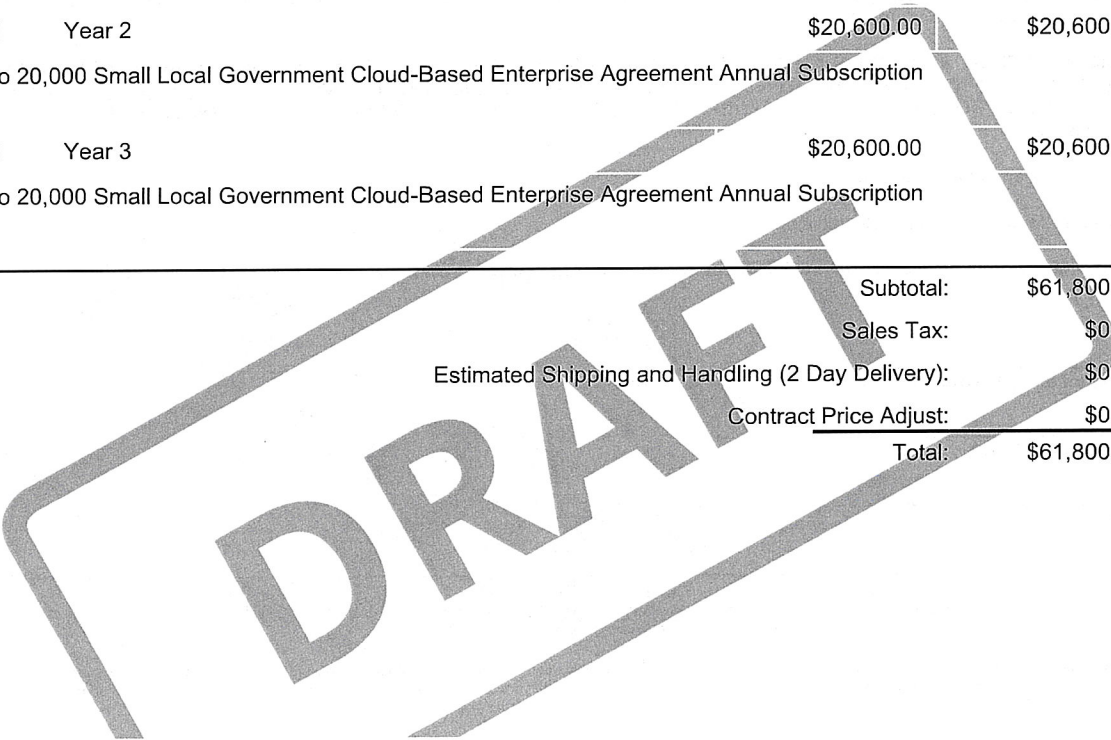
City of Crete  
 Public Works Dept  
 243 E 13th St  
 Crete, NE 68333

ATTENTION: Emerson Aschoff  
 PHONE: 4028264312  
 EMAIL: emerson.andelt@crete.ne.gov

To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: To:

Material	Qty	Term	Unit Price	Total
193253	1	Year 1	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 2	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 3	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				

Subtotal:	\$61,800.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$61,800.00</b>



Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Gaby Moss	<b>Email:</b> gmoss@esri.com	<b>Phone:</b> (909) 793-2853
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



# Quotation # Q-549472

Date: May 27, 2025

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 437052 Contract #

City of Crete  
Public Works Dept  
243 E 13th St  
Crete, NE 68333

To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: To:

ATTENTION: Emerson Aschoff  
PHONE: 4028264312  
EMAIL: emerson.andelt@crete.ne.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ \_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

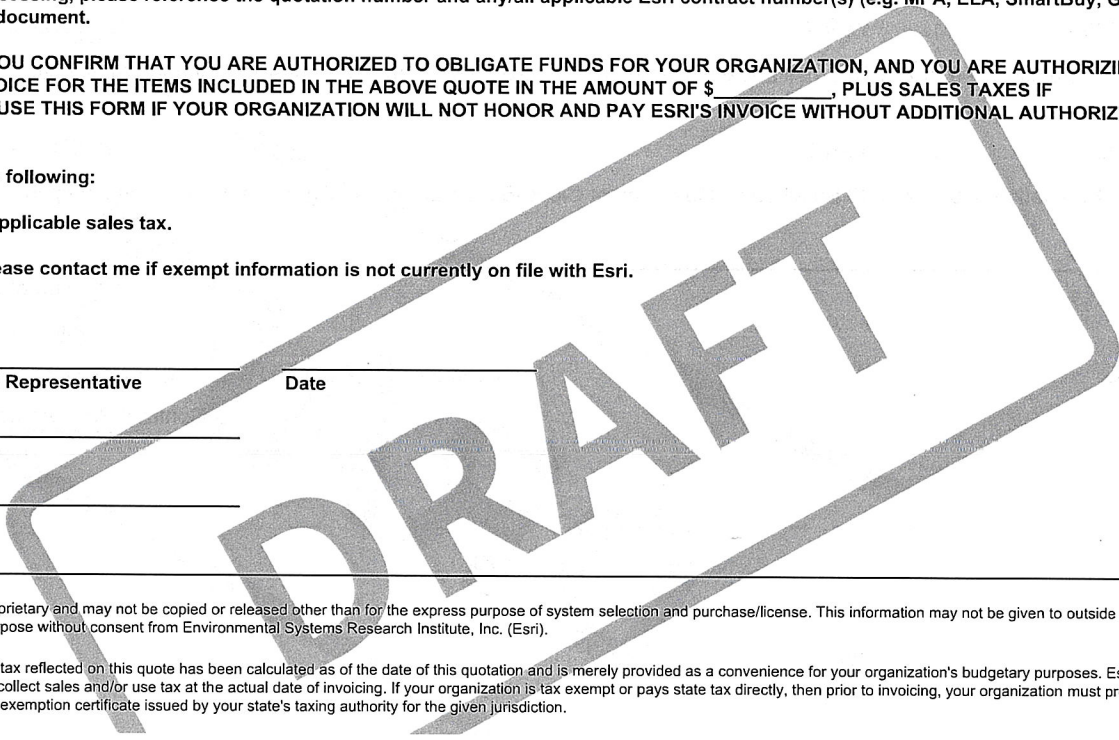
I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title



The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**

Gaby Moss

**Email:**

gmoss@esri.com

**Phone:**

(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

**Esri Use Only:**  
 Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
 LOCAL GOVERNMENT CLOUD-BASED  
 (E214-7)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities** (annual subscription)

<b>ArcGIS Online User Types</b>	
ArcGIS Online Viewer User Types	

**Capped Quantities** (annual subscription)

<b>ArcGIS Online User Types</b>		<b>ArcGIS Online Apps and Other</b>	
ArcGIS Online Contributor User Type	3	ArcGIS Online Service Credits	10,000
ArcGIS Online Mobile Worker User Type	15		
ArcGIS Online Creator User Type	15	<b>ArcGIS Online Apps and Other</b>	
ArcGIS Online Professional User Type	3	ArcGIS Location Sharing for ArcGIS Online	3
ArcGIS Online Professional Plus User Type	3		

**Other Benefits**

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Distributor	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_

(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.