

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
October 28, 2021  
7:00 P.M.**

**Call to Order**

1. **Roll Call** \_\_\_ Roberts \_\_\_ Longanecker \_\_\_ Lewis \_\_\_ Brown \_\_\_ Beem
2. **Welcome**
3. **Pledge of Allegiance**

**Consent Agenda** *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Approve Minutes from October 14, 2021 Regular City Council Meeting
5. Approve Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2022.
6. Approve Large Animal Permit for Darius Crist, 510 W Braun Street.
7. Approve Large Animal Permit for Michael Mabrey, 1200 W Braun Street.
8. Approve Large Animal Permit for Rick Magee, 1301 W 8<sup>th</sup> Street.
9. Approve Large Animal Permit for Glyn Powers, 1606 W 8<sup>th</sup> Street.
10. Approve Large Animal Permit for Derren Seute, 1313 W 8<sup>th</sup> Street.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**Regular Agenda**

11. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
12. **Public Comments.** Persons who wish to address the City Council regarding items on the agenda may do so when called upon by the Mayor. Comments on items not on the agenda, personnel matters or matters pending before court/other outside tribunals are not permitted. Please notify the City Clerk if you wish to speak by signing in at the meeting. Speakers must provide their name and address for the record and are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.

**Business Requiring Action**

13. **CONSIDER AN AGREEMENT WITH STRATEGY, LLC, FOR INFORMATION TECHNOLOGY SERVICES**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

14. **CONSIDER AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR ERP SOFTWARE**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

15. **CONSIDER ADOPTION OF THE 2022-2026 CAPITAL IMPROVEMENT PROGRAM (CIP)**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**16. CONSIDER PROFESSIONAL SERVICES AGREEMENT WITH RENAISSANCE INFRASTRUCTURE CONSULTING (RIC) FOR 191ST STREET/GARDNER ROAD/INTERSTATE 35 SAFETY AND OPERATIONAL ANALYSIS**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**17. CONSIDER AGREEMENT WITH BG CONSULTANTS FOR THE DESIGN OF BIFURCATION OF 191<sup>ST</sup> STREET (EAST OF MONTROSE STREET)**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**18. Report by the City Administrator**

- Third (3<sup>rd</sup>) Quarter Financial Report

**19. Report by the Mayor**

**20. Future Meeting Reminders:**

- November 9<sup>th</sup>: Planning Commission Meeting – 7:00PM
- November 18<sup>th</sup>: City Council Work Session (Stormwater Master Plan) – 6:00 PM
- November 18<sup>th</sup>: City Council Meeting – 7:00PM
- December 9<sup>th</sup>: City Council Meeting – 7:00PM
- December 14<sup>th</sup>: Planning Commission Meeting – 7:00PM

**21. Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**EVENTS**

- October 30<sup>th</sup>: Mildale Farm Fall Festival
- October 31<sup>st</sup>: SpookEton Halloween Fest
- November 1<sup>st</sup>: Candle Making
- November 5<sup>th</sup>: Trivia Night at White Tail Run Winery to Benefit the Mayors Christmas Tree Fund
- November 9<sup>th</sup>: Tales for Tots
- November 17<sup>th</sup>: Senior Lunch & BINGO
- December 3<sup>rd</sup>: Mayor’s Christmas Tree Lighting Ceremony
- December 14<sup>th</sup>: Tales for Tots
- December 15<sup>th</sup>: Senior Lunch & BINGO

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**October 14, 2021**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on October 14, 2021. The meeting convened at 7:00PM with Mayor Roberts presiding.

**1. ROLL CALL**

Clay Longanecker	present
Josh Lewis	present
Josh Beem	present via phone
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator Beth Linn  
City Attorney Lee Hendricks  
City Clerk Alexandria Clower  
Finance Director Karen Kindle  
Accountant Justin Vermillion  
Development Services Director Katy Crow  
Public Works Director Dan Merkh  
CIP Manager Brian Stanley  
Marketing & Communications Manager Kara Banks

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**Consent Agenda** (*Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action*)

4. Approve Minutes from September 23, 2021 Regular City Council Meeting
5. Approve Large Animal Permit for Homer M. & Billie K. Damet, 202 W 8<sup>th</sup> St.
6. Approve Large Animal Permit for Marvin Vail, 1405 W 8<sup>th</sup> St.
7. Approve Large Animal Permit for Galez Trust (Sergio Galez, Trustee), 1300 W Braun St.

Councilmember Longanecker moved to approve the consent agenda, seconded by Councilmember Brown. The Consent Agenda was approved, 4-0.

**Regular Agenda**

8. **Declaration.** There were no declarations made by the Governing Body.

9. **Public Comments.** There were no public comments made.

**Business Requiring Action**

**10. CONSIDER AGREEMENT WITH GARDNER DISPOSAL FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

Ms. Karen Kindle, Finance Director, addressed the Council. She stated the City has been in contract with Gardner Disposal since 2015, with renewals in between. She stated the City held a bid opening and received one bid, which was from Gardner Disposal. The bid received is the same as previous years, with a few price changes including street sweeper debris disposal and sludge removal costs. She stated the city offered the ability to use a third party for sludge removal, and Gardner Disposal chose to bid this service in-house. She stated the City pays half of the residential trash service bills. She stated if the Council would like to continue with these same services, the City does not have to adopt a new resolution.

Councilmember Longanecker asked if the long term costs would be higher thanks to the price increases for sludge and street sweeper debris removal.

Ms. Kindle stated the City would have to monitor at what point the sludge disposal gets close to the 6 ton mark before the price increases per ton.

Mayor Roberts stated he was pleased that this contract would mean 6 years straight at \$15 dollars a month for residential services.

Councilmember Longanecker stated over the years and the different providers the city has had, he believes Gardner Disposal has done the best job. He stated he would like to keep the residential services the way they are.

Mayor Roberts stated he would also like to keep the 50 percent cost share with the residents.

Councilmember Longanecker asked if there would still be the large item pick-up weekly, etc. for residential.

Mayor Roberts stated the contract did not change and they will still continue to have the yearly City Wide Clean-Up, dumpsters at Frontier days and 3<sup>rd</sup> of July.

There were no further questions or comments from the Councilmembers.

Councilmember Lewis moved to approve the Agreement with Gardner Disposal for Solid Waste Collection and Disposal Services, seconded by Councilmember Longanecker. The Agreement was approved, 4-0.

**11. CONSIDER RESOLUTION NO. 10-14-21A PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN B1 FOR THE HOMESTEAD LANE RETAIL TIF DISTRICT**

Ms. Beth Linn, City Administrator, addressed the Council. She stated a previous resolution, 09-23-21C, approved at the last Council meeting set an incorrect date for the public hearing. She stated this resolution corrects that error and sets the public hearing for the correct date in November.

There were no questions or comments made from the Governing Body.

Councilmember Longanecker moved to approve Resolution No. 10-14-21A, seconded by Councilmember Brown. The Resolution was approved, 4-0.

**12. PUBLIC HEARING TO CONSIDER A POSSIBLE DANGEROUS AND UNFIT STRUCTURE EXISTING AT 707 W. NELSON STREET, #112 IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 4, SECTION 4-407**

Ms. Katy Crow, Development Services Director, addressed the Council. She stated the item before Council is related to a lot at the mobile home park, where a fire occurred on May 18<sup>th</sup>. She stated after the fire, there was a walk through at the facility by the fire department, city building inspector, etc. that determined the mobile home was uninhabitable and unable to be used. She stated at this time, the city set a deadline of August 2<sup>nd</sup> for the owner to determine if they would like to repair or remove the structure. At that time, the owners/tenants were unable to say what they would like to do. She stated to keep the process moving forward, it was decided to bring forward a resolution that would set a time for a public hearing, which was tonight. She stated the lot owner has thus far been unable to secure a contractor to take care of the mobile home and remove it from the lot, but he will be speaking with another one this weekend. She stated the owner did request an additional 30 days from tonight to remove the structure. She stated once the determination is made, staff could come back with a resolution for a final date.

Councilmember Longanecker said it looks like they have hauled a bunch of debris off the lot but wanted to know if the windows are boarded up again, etc. to keep people out of the house.

Ms. Crow stated to be able to work on the house and remove items, etc. they may have removed the boards for ventilation. She stated before he started work, it was boarded and secured.

Councilmember Longanecker stated he was just concerned for kids getting in there and causing trouble.

Ms. Crow stated it is her understanding that the entire floor has been burned through, so there shouldn't be any problem with people being able to enter and be in the building.

Councilmember Longanecker asked if there could be signs put up that tell people to keep out. He stated he is fine with allowing extra time, but would like to see some signs up to help deter people from entering the site.

Mayor Roberts stated he would like to open the public hearing at this time.

The public hearing opened at 7:14PM.

The public hearing then closed at 7:15PM with no comments or questions made by the public.

Councilmember Brown stated he would like to see 30 days granted to the owner for removal.

Councilmember Longanecker stated he would like signs to warn people to keep out.

Ms. Crow asked if the Governing Body would like to have staff or the owner of the property post the signs.

Mayor Roberts asked the City Attorney what the City's ability is from a legal perspective.

Mr. Hendricks stated he would recommend the city pass a final resolution that states the dwelling is unfit and give a time frame for the structure to be removed, and if it is not down by that time then the city can clean-up the lot and bill the owner. The owner would have 30 days to pay, or it goes on the tax bill.

Mayor Roberts asked if signage, boarding, etc. can be mandated.

Mr. Hendricks stated the city can, however, he questioned how the city could enforce it. He stated he would recommend the city pass a resolution that sets a time frame and says the dwelling is unfit and sets 30 days for the structure to be removed. He stated this does not mean on the 31<sup>st</sup> day the city has to go out and remove the structure, but the city at that time, would have the right to do so.

Mayor Roberts stated this would be his recommendation as well. He stated the city has been through this process before and it can drag out.

Mr. Hendricks said he thinks having a paper in hand with this resolution would help move the process forward a little quicker.

Mayor Roberts stated he thinks the owner will take care of it, but this would allow the City to make sure the property is cleaned up and safe.

Mayor Roberts requested a motion to empower the Mayor to sign Resolution No. 10-14-21B deeming the property at 707 W Nelson, Lot 112, an unfit dwelling and setting a 30-day deadline for ownership to demolish and remove the unfit structure.

Councilmember Brown moved to approve the motion as mentioned above, seconded by Councilmember Longanecker. The motion was approved, 4-0.

### **13. Report by the City Administrator**

Ms. Beth Linn, City Administrator, addressed the Council. She stated staff and Council had set a date for a work session related to stormwater best practices. She stated she would like to report that staff has met with the Kansas Department of Health and Environment, Bureau of

Water, and they plan to tour the City of Edgerton, in particular Logistics Park Kansas City. After this meeting, Tom Stiles with KDHE gave positive feedback related to work done with the stormwater management in and around LPKC, writing in an email, "I'll confirm that after our conversation, our approach has shifted from regulatory to watershed management. The tour will help broaden our understanding of the practices and controls in place that abate pollutant loadings coming off site."

Ms. Linn stated KDHE will be a great partner to help the City identify a multitude of stormwater best practices that identify what would best fit Edgerton related to new development.

Mayor Roberts stated in that meeting that Mr. Stiles was impressed that Edgerton goes above and beyond what cities this size are required to do. He stated it is beneficial for the Governing Body and community to know that as well. He stated there have been some comments made in the public that Edgerton is harming the watershed. Actually, Edgerton implements stronger stormwater practices than what is required by law. He stated the City cares about what happens to Hillsdale Watershed because that is where the city gets its drinking water.

Mayor Roberts stated ultimately, KDHE is the regulatory body, so who better to have help guide Edgerton than the agency that regulates and enforces it.

There were no further questions or comments.

**14. Report by the Mayor.** The Mayor had no report to give at this time.

**15. Future Meeting Reminders:**

- October 28<sup>th</sup>: City Council Work Session (Wastewater Master Plan) – 6:00 PM
- October 28<sup>th</sup>: City Council Meeting – 7:00PM
- November 9<sup>th</sup>: Planning Commission Meeting – 7:00PM
- November 18<sup>th</sup>: City Council Work Session (Stormwater Master Plan) – 6:00 PM
- November 18<sup>th</sup>: City Council Meeting – 7:00PM
- December 9<sup>th</sup>: City Council Meeting – 7:00PM
- December 14<sup>th</sup>: Planning Commission Meeting – 7:00PM

Mayor Roberts requested to have an executive session for an Attorney Client Privilege to include City Attorney, City Administrator and Public Works Director for Safety and Security Concerns. He stated after the executive session, there could potentially be action taken, but any motions would happen in open session.

He asked Councilmember Beem if he was alone and would remain alone throughout the executive session. Councilmember Beem confirmed.

Mayor Roberts requested motion to recess into executive session to discuss safety and security concerns for 20 minutes.

Councilmember Brown moved to recess into executive session, seconded by councilmember Lewis. The meeting recessed into executive session at 7:31PM, 4-0.

Councilmember Brown moved to return to open session with no action being taken to request an additional 10 minutes. Councilmember Lewis seconded the motion. The executive session resumed at 7:51 PM, 4-0.

Councilmember Brown moved to return to open session with no action being taken to request an additional 5 minutes. Councilmember Lewis seconded the motion. The executive session resumed at 8:01 PM, 4-0.

Councilmember Longanecker moved to return to open session with no action being taken. Councilmember Brown seconded the motion. The open meeting resumed at 8:06 PM, 4-0.

## 16. Adjourn

Councilmember Brown moved to adjourn, seconded by Councilmember Lewis. All in favor. The meeting was adjourned at 8:06 PM.

Submitted by Alexandria Clower, City Clerk

## EVENTS

October 20<sup>th</sup>: Senior Lunch & BINGO  
October 30<sup>th</sup>: Mildale Farm Fall Festival  
October 31<sup>st</sup>: SpookEton Halloween Fest  
November 1<sup>st</sup>: Candle Making  
November 5<sup>th</sup>: Trivia Night at White Tail Run Winery to  
Benefit the Mayors Christmas Tree Fund  
November 9<sup>th</sup>: Tales for Tots  
November 17<sup>th</sup>: Senior Lunch & BINGO  
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December 14<sup>th</sup>: Tales for Tots  
December 15<sup>th</sup>: Senior Lunch & BINGO



## City Council Action Item

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**Council Meeting Date:** October 28, 2021

**Department:** Public Works

### **Agenda Item: Consider Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2022**

**Background/Description of Item:**

On January 12, 2017, City Council approved an agreement with Weather or Not® to provide weather forecasting services. These forecasts are designed to provide key operational staff with the ability to schedule projects accurately and efficiently and/or emergency operations as necessary. This service provides staff with weather forecasts and lightning notification information via email, web portal, text messages and phone calls. Notifications are provided twice a day during normal condition, additionally Weather or Not will contact staff via phone during significant weather event. These calls are vital for the City's Winter Weather Operations and these notifications give staff additional tools during inclement weather event.

Over the last several years this service has been utilized by multiple departments, the key element has been the emergency notifications, as well as being able to call Weather or Not® for real time updates. This service has help staff with workflow planning, provide event staff with forecasting data with localized lighting updates to better manage events, and better identify winter weather response and reaction.

The City's purchasing policy allows and encourages the practice of cooperative purchases. Traditionally this has been most frequently utilized with Vehicle and Equipment. The purchasing policy allows for the City to "piggy-back" on contracts entered-into by other jurisdictions. Section 2.14 of the agreement between the City of Prairie Village and Weather or Not® includes the cooperative purchasing provisions to allow the City of Edgerton to piggy-back on an existing contract.

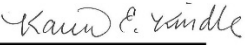
This is the final this is the final year of the cooperative agreement that Weather or Not holds with the City of Prairie Village, in this final year of the agreement the cost increase from \$9,960 to \$10,260. The all-inclusive fee for the Premier Plus (\*including A+ Weather Post Storm Reports) at the increase contract cost is \$10,260 annually; the addition of Sferic Maps total lightning service is \$595, with the total contract cost of \$10,855. The contract runs from January 1, 2022, to December 31, 2022. The 2022 Public Works budget includes sufficient funds to cover the annual contract costs.

**Related Ordinance(s) or Statue(s):**

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**Funding Source:** General Fund-Public Works-Emergency Management

**Budget Allocated:** \$12,000

x   
Karen Kindle, Finance Director

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**Recommendation: Approve Contract with Weather Or Not<sup>®</sup>, Inc. to provide Weather Forecasting Service for 2022, at a price not to exceed \$10,855**

**Enclosed:** City of Edgerton: A+ Weather Services Contract 2022  
City of Prairie Village: Cooperative Contract Documents 2020-2021

**Prepared by:** Dan Merkh, Public Works Director



6100 Nieman Rd., Suite 200  
Shawnee, Kansas 66203  
913.722.3955

## City of Edgerton- A+™ Weather Services Contract

This is to confirm that the City of Edgerton retains *Weather or Not*®, Inc. (“*Weather or Not*”) from January 1, 2022 thru December 31, 2022 to provide weather forecasting services set forth herein. Forecasts shall be e-mailed M-F by 7:00 AM and 3:00 PM, and by 8:00 AM on weekends with all appropriate updates being made, as information becomes available. A+™ Weather Alerts will be delivered to up to 10 City of Edgerton mobile devices. The City of Edgerton may call for updates whenever they choose. *Weather or Not* may record telephone calls between weather forecasters and the City of Edgerton. The City of Edgerton understands that these recordings may occur for the purpose of *Weather or Not* customer service training (without further notices) and consents to these recordings.

The all-inclusive fee for the Premier Plus, (\*including the Sferic Maps<sup>sm</sup> total lightning service and A+™ Weather Post Storm Reports) billable annually in the amount of \$10,855.00, payable net 20. Sferic Maps<sup>sm</sup> End User License Agreement electronic consent required. The City of Edgerton agrees that the information provided by *Weather or Not* as a part of the services shall not be rebroadcast, redistributed, republished or otherwise reproduced, in whole or in part, without the express written consent of *Weather or Not*.

The City of Edgerton acknowledges that forecasting the weather is not an exact science and that *Weather or Not* has no control over the City of Edgerton’s actions in response to forecasts and information delivered by *Weather or Not*. *Weather or Not* shall not be responsible for the acts or omissions of the City of Edgerton taken in reliance upon the information provided by *Weather or Not*, hereunder. The City of Edgerton hereby releases *Weather or Not*, its representatives, officers, directors, and shareholders from all loss, cost, damage, liability and expense including actual, consequential, and incidental damages suffered by the City of Edgerton or any of its agents, contractors or employees or other third parties as a result of weather conditions, whether or not forecasted by *Weather or Not*, or as a result of any other services provided by *Weather or Not*.

The City of Edgerton hereby agrees that this agreement shall not be assigned or otherwise transferred in whole or in part without the express written consent of *Weather or Not*. This agreement shall be binding when signed by both parties.

\_\_\_\_\_  
Sara Croke  
Weather or Not

\_\_\_\_\_  
City of Edgerton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## AGREEMENT for WEATHER FORECAST SERVICES

This Agreement, made this 16<sup>TH</sup> day of DECEMBER, 2019, by and between WEATHER OR NOT, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2020 through 2022 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

### 1.0 Service Specifications

- 1.1 The Contractor will provide to the Public Works Department, original all-season weather forecast services developed by professional meteorologists.
- 1.2 The Contractor will provide web-based access to interactive forecast charts and graphs as well as delivery of daily forecasts by e-mail and texting for up to a maximum of 15 users at 5:00 AM, 7:00 AM and 3:00 PM weekdays and no later than 8:00am on weekends and holidays. There should be an ease of use to adding, removing or temporarily stopping notifications to users.
- 1.3 The Contractor's daily forecast shall include current and projected weather conditions including start time and duration of rain/snow, intensity of rain, snow or ice and the potential for accumulating ice, damaging winds, dangerous temperatures, and 24-hour pavement temperature forecasts during winter weather. Forecasts should also include a 72-hour discussion on precipitation in the forecast including how, when and confidence that the storm will impact the City's operations. Also, a 3-5-day outlook that includes weather system, timing and expected impacts to the City's operations. All forecasts shall contain enough pertinent information to allow the Public Works Department to make scheduling decisions for severe weather and emergency conditions, as well as planning for routine construction activities.
- 1.4 The Contractor will provide continual weather updates to designated personnel as conditions change and for severe weather forecasts of high winds, lightening, precipitation, and/or violent weather. A minimum of two (2) hours' notice of all winter storms and one (1) hour when possible for lightening or thunderstorm activity, will be required.
- 1.5 The Contractor will provide post storm reports within 48 hours of winter weather or major storm events. Reports to include a narrative synopsis of how the event unfolded, including start and stop times for the storm and all types of precipitation and quantity occurring during the storm, when pavements went above and below freezing and a 10-year monthly snow comparison.
- 1.6 The Contractor will also provide a winter season summary report to include all winter events, records, analysis of unusual events and 10-year comparison of snow accumulation.

- 1.7 The City may call the Contractor at any time with forecast requests and personal notification from a live meteorologist as required on a 24/7 basis. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period. Please attach a list of all meteorologists employed by your company including an updated resume for each meteorologist.
- 1.8 The City may request to tour the business facility prior to bid award.
- 1.9 The Contractor will provide historical data requests from the City within a reasonable timeframe.
- 1.10 The City agrees that the information provided by the Contractor will not be rebroadcast, redistributed, republished, or otherwise reproduced, in whole or in part, without the written consent of the Contractor.
- 1.11 The City acknowledges that forecasting the weather is not an exact science, and releases the Contractor from any and all loss, cost, damage, liability, and expense suffered as a result of weather conditions, whether forecasted or not forecasted.
- 2.0 General
- 2.1 The signed agreement will be the authorization for the vendor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-jcarney@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices with a copy of the service report are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.5 Insurance:
  - A. The Contractor shall procure and maintain, at its expense, workmen's compensation insurance and benefits for its employees.
- 2.6 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- 2.7 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the Contractor providing the services described in this agreement.
- 2.8 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
  - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.9 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.10 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.11 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
- 2.12 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas
- 2.13 This Agreement is for the period of January 1, 2020 through December 31, 2022. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.14 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.
- 2.15 Municipal Cooperative Procurement: contractor agrees to provide products and/or services to any municipality, county, or state government; public utility; non-profit hospital;

educational institute; special governmental agency; and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid America Regional Council (MARC).

### 3.0 Fees

3.1 The fee to be paid in advance for the completion of this service is:

	2020 Annual Fee	2021 Annual Fee	2022 Annual Fee
Annual Weather Forecasting Services	\$9960.00	\$9960.00	\$10,260.00

Reminder: attach copy of resumes for all meteorologists employed by your company.

### 4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: Lenexa Municipal Services Contact: Mr. Nick Arena

Phone #: 913-477-7810 Email: narena@lenexa.com

Brief Description on Work: Services provided similar to Prairie Village

Company: City of Overland Park Contact: Mr. Kyle Burns

Phone #: 913-895-8308 Email: kyle.burns@opkansas.org

Brief Description on Work: Services provided similar to Prairie Village

Company: Evergy, Inc. Contact: Mr. Dan Munkers

Phone #: 816-206-0810 Email: dan.munkers@kcpl.com

Brief Description of Work: Services per Evergy specifications

Contractor Contact: Loree Voigt

Company Name: Weather or Not, Inc.

Address: 6100 Nieman Rd., Suite 200  
Shawnee, KS 66203

Telephone Number: 913-722-3955

Fax Number: N/A

Email: admin@weatherornot.com

/s/ Loree Voigt 12-4-19  
Contractor Agent Date

ATTEST:

/s/ Adam Geffert 12/16/19  
Adam Geffert, City Clerk Date

/s/ David G. Waters 12/16/19  
David Waters, City Attorney Date

/s/ Eric Mikkelson 12/16/19  
Eric Mikkelson, Mayor Date





Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Darius Crist the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 5 acres.

Address and Legal Description of Property (long legal's may be attached)

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Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 5 Description of animal(s) (one per acre): cattle  
Number of fowls: 25 Description of fowl(s) (five per acre): chicken

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Darius Crist Signature of Applicant Oct 13 2021 Date

510 W. Braun St Edgerton Ks Address of Applicant 913-963-6346 Phone Number

OFFICE USE ONLY

Application approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

**Identify Results**

Property	Location	School	Plat	Legal	Utilities	Image
<a href="#">Login</a> <a href="#">Print All</a> <a href="#">Map Feature</a>						
<b>Field</b>	<b>Value</b>					
Tax Property ID	BF221507-2008					
Situs Address	510 W BRAUN ST					
Owner 1	CRIST, DARIUS C.					
Owner 2	CRIST, GINGER D.					
Own Addr Line 1	510 W BRAUN ST					
Own Addr Line 2	EDGERTON, KS 66021					
Appraisal Info.	<a href="#">Click Here</a>					
Tax Bill Info.	<a href="#">Click Here</a>					
Acres	1.74 (75,908.87 ft <sup>2</sup> )					
Year Built	1970					
Class	R					
LBCS Function	1101 - Single family residence				more >>	
Neighborhood Code	232					
KS Uniform Parcel #	0462030703010057000					
Taxing Unit	0556					
Zoning	<a href="#">R-1</a>					

Property	Location	School	Plat	Legal	Utilities	Image
<a href="#">Login</a> <a href="#">Print All</a> <a href="#">Map Feature</a>						
<b>Field</b>	<b>Value</b>					
Legal Desc.	7-15-22 BG 559.5' E SW CR SW1/4 E 373' X N 233.5' EX MINERAL (abbreviated) RIGHTS 2 ACS M/L EDC 339 3					

Property	Location	School	Plat	Legal	Utilities	Image
<a href="#">Login</a> <a href="#">Print All</a> <a href="#">Map Feature</a>						
<b>Field</b>	<b>Value</b>					
Legal Desc.	7-15-22 BG 467' N & 373' E SW CR SW1/4 E 559.5' X S 233.5' EX (abbreviated) MINERAL RIGHTS ON E 465.5' SW1/4 SW1/4 3 ACS M/L EDC 339 1D					

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Michael McBrey the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 4.5 acres.

Address and Legal Description of Property (long legal's may be attached)

1200 W Braun  
12-15-21 B6 1125.19' E SW CR SE 1/4 E 198.69' N 986.43' W  
198.76' S 986.38 TO POB 4.5 ACS M/L EDG 129 1 B

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 4 Description of animal(s) (one per acre): Horse, cattle, goat, pig

Number of fowls: 22 Description of fowl(s) (five per acre): Chickens, Ducks, Geese.

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]  
Signature of Applicant

10-8-21  
Date

1200 W Braun Edgerton KS 66021  
Address of Applicant

913-207-3571  
Phone Number

OFFICE USE ONLY

Application approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Rick Magee the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 6.84 acres.

Address and Legal Description of Property (long legal's may be attached)

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Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 4 Description of animal(s) (one per acre): cattle

Number of fowls: 25 Description of fowl(s) (five per acre): chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Rick Magee  
Signature of Applicant

10/15/21  
Date

1301 W 8th  
Address of Applicant

893 6596  
Phone Number

OFFICE USE ONLY

Application approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

Owner 1  
Owner Address  
Mortgage Info

HAGEE, RICHARD J.  
1301 W 8TH ST EDGERTON, KS 66021  
CENTRAL BANK/COMPANY-LOAN SERVICE  
700 A SOUTHWEST BLVD, JEFFERSON CITY, MO 65109  
Mortgage Code: 032  
This is the most current Special Billing Code type information available. Updates are the responsibility of the user.

Owner 2  
MAGEE, CHERYL A.

Legal Desc  
APRS Prop. No.  
County Freq  
FEMA Flood Panel  
In Floodway

S-1-A  
Unimproved  
FEMA Floodzone

7-15-22 N 318.68' SW1/4 SW1/4 EX E 336.49' EX MINERAL RIGHTS 6.84 ACS N/L EDC 339 6  
U07  
053701 (Flood Block Group) 1 (Flood Block) 1032  
20091C0132G  
NO

07-15-22 SW Cont. Acres: 6.7 (292670.4 ft<sup>2</sup>)  
Bull Creek (TMDL Regulated)  
N/A

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Glyn R Powers the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 3+ acres.

Address and Legal Description of Property (long legal's may be attached)

Kansas Uniform Parcel Number:

046-211-12-0-40-01-006.00-0

Property Address:

001606 W 8TH ST EDGERTON KS

Legal Description:

12-15-21 BG SE CR SE1/4 W 871.20' N 169.13' E  
871.20' S 169.18' TO POB 3.39 ACS M/L  
EDC 129

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 2 Description of animal(s) (one per acre): GOATS

Number of fowls: 15 Description of fowl(s) (five per acre): DUCKS & CHICKENS

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]  
Signature of Applicant

10-13-2021  
Date

1606 W. 8th St.  
Address of Applicant

913-238-9539  
Phone Number

OFFICE USE ONLY

Application approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Derren Seate the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 5 acres.

Address and Legal Description of Property (long legal's may be attached)

1313 W 8th  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 4 Description of animal(s) (one per acre): Cows

Number of fowls: 25 Description of fowl(s) (five per acre): Chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Derren Seate  
Signature of Applicant

10-21-21  
Date

1313 W 8th  
Address of Applicant

913-548-7448  
Phone Number

**OFFICE USE ONLY**

Application approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton.

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.**

## City Council Action Item

**Council Meeting Date:** October 28, 2021

**Department:** Administration

### **Agenda Item: Consider an Agreement with Strategy, LLC, for Information Technology Services**

**Background/Description of Item:**

The City of Edgerton does not have an IT staff, so we contract with a Managed Service Provider (MSP) for IT services. The City has utilized the services of Strategy, LLC, since October 2016. The City issued an RFP for IT services on August 31, 2021. Proposals were due on September 27, 2021. The contract is for one year with two one-year options to renew, subject to an annual review, concurrence of the City Council and the annual availability of an appropriation. Optional services related to the maintenance and hosting of the City's website were also included in the RFP.

The RFP was advertised in the Gardner News and on the City's website. In addition, staff sent the RFP directly to fifteen firms, gathered from a variety of sources including other cities, firms who had previously contacted the City about providing IT services and research about Kansas City metro MSP firms.

Staff offered appointments for tours of the City's facilities to interested firms. Three firms visited the City to tour the facilities. The City posted an addendum to the RFP to the website answering questions received on the RFP and during the tours. The addendum was also sent to all the firms to whom the RFP had been sent originally.

The City received three responses to the RFP: Strategy, LLC; SmartPro Technologies, LLC, and Century Business Technologies, Inc. The response from KC Managed IT was received after the deadline and was, therefore, not considered. Three other firms declined to respond: TGS, Insight and High Touch Technologies.

Staff reviewed the cost proposals from the three firms. Costs proposals from the three firms were all based on the number of users, computers, servers, and network devices. Applying those costs to the City's systems, resulted in the following estimated monthly costs:

<b>Firm</b>	<b>Estimated Monthly Cost</b>
SmartPro Technologies	\$3,939
Strategy, LLC	\$4,410
Century Business Technologies	\$5,116



In addition to reviewing the costs submitted, a committee consisting of the City Administrator, the Development Services Director, the Finance Director and the Public Works Director visited the offices of the three firms from whom proposals were received by the deadline. Staff interviewed the firms about their proposals and approach to providing services to the City. These interviews identified differences with each of the proposals.

- SmartPro Technologies' approach to the City's services would involve a significant shift in the way that the City uses SharePoint and Teams. With the ERP system implementation on the horizon, staff was concerned about adding what is essentially another implementation of large technology platform to the list of projects.
- Generally, staff has been pleased with Strategy's current approach to the contract for services with the City. Strategy is currently recruiting staff members on the IT services side of their business and plans to double the IT staff in the next two years to better serve customers. They have indicated their intent to form teams for the various functions like helpdesk, projects, etc., to improve service delivery.
- Century Business Technologies contracts with a separate firm for tier 1 help desk services. Staff had significant concerns about this arrangement and its effect on service to the City's staff. In addition, Century Business Technologies would require the replacement of some network hardware items even though the City had recently invested in these items.

Based on the proposals, the interviews, and a review of costs, staff recommends continuing services with Strategy, LLC. There is adequate funding available in the 2022 Operating Budget to cover the estimated monthly cost (12 x \$4,410 = \$52,920).

For the optional services related to the City's website, staff also recommends continuing the partnership with Strategy, LLC. Costs for those services are the same as 2021:

- Domain Registration \$30
- Webhosting \$65/month
- Website Edits \$125/hour (billed in increments of 15 minutes)

The City Attorney has not yet approved the agreement.

**Related Ordinance(s) or Statue(s):** N/A

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**Funding Source:** General Fund, Water Fund, Sewer Fund

**Budget Allocated:** \$18,775 General Fund  
\$18,775 Water Fund  
\$18,775 Sewer Fund  
\$56,325 Total Available Budget

x   
Karen Kindle, Finance Director

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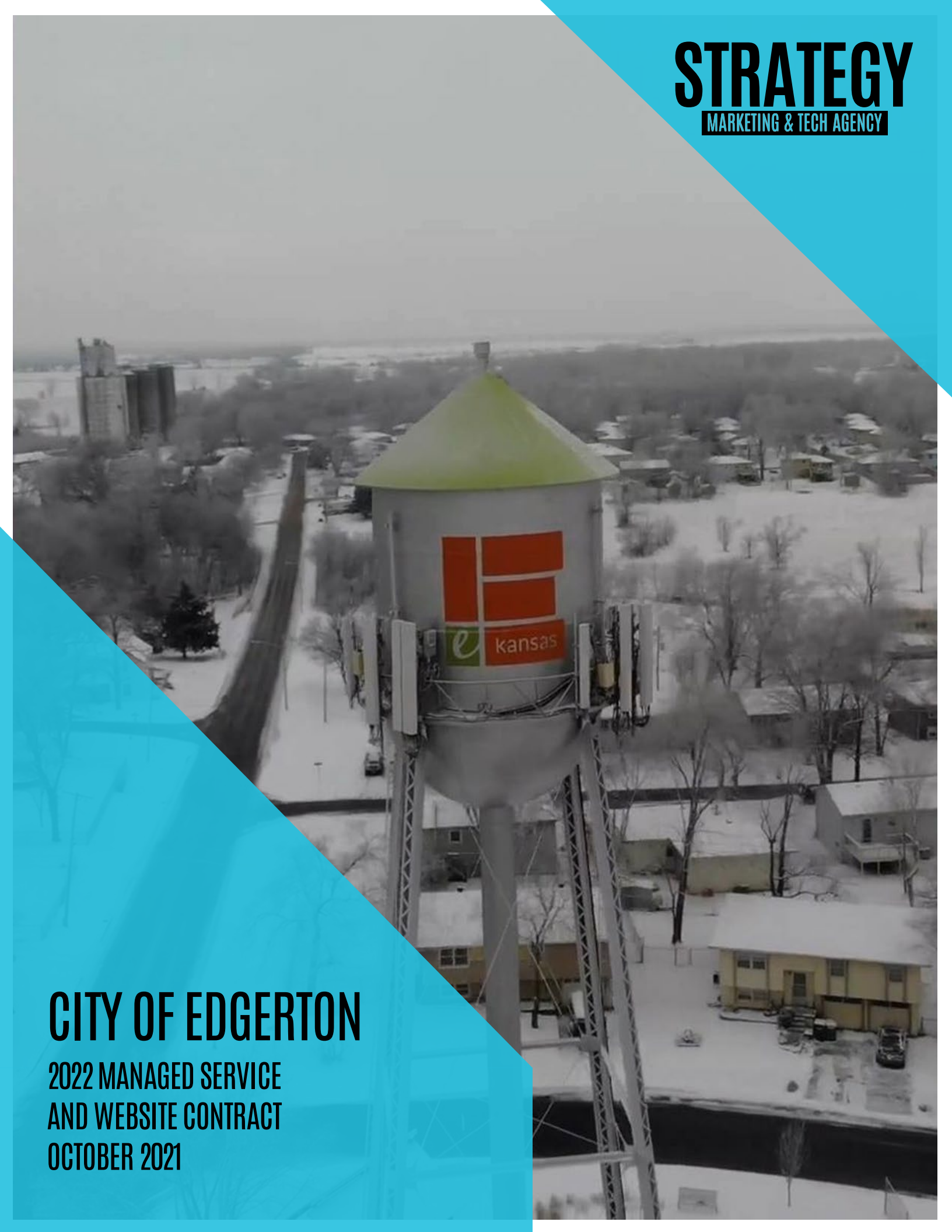
**Recommendation: Approve the Agreement for Managed IT Services and the Non-Disclosure Agreement with Strategy, LLC, Subject to Approval by the City Attorney.**

**Enclosed:** Agreement with Strategy, LLC  
Non-Disclosure Agreement with Strategy, LLC

**Prepared by:** Karen Kindle, Finance Director

# CITY OF EDGERTON

2022 MANAGED SERVICE  
AND WEBSITE CONTRACT  
OCTOBER 2021



## OUR GOAL

### EMPOWERING PEOPLE

To EMPOWER people whenever, wherever, and however possible.

We do this by developing tailored, innovative, and creative services to automate and oversee business operations, so our partners can focus more on what they do best.

One of the resulting services of this goal is 'Managed Services'. This service is designed to dramatically reduce or eliminate computer problems in your business while maximizing your network's speed, performance, security, and stability, without the expense of a full-time IT staff.

Strategy is committed to helping PREVENT computer problems from escalating into unexpected downtime, data loss, interruptions in business, and financial loss.

#### **This program is ideal for business owners who:**

- Value being proactive.
- Need their computer network, email, database, and Internet access up and running 24/7/365.
- Value the security of their data and want to prevent loss, corruption, or theft.
- Want to maximize the speed, availability, and performance of their network.

#### **Benefits you can expect:**

- Less expensive repairs and recoveries.
- Technology will perform faster, have fewer glitches, and have practically zero downtime.
- The experience of having an in-house IT department – without the costs.
- A reduction in emergency and reactive issues, increasing the overall productivity of end-users.

## BUDGET SUMMARY

### BRING VALUE TO YOUR BUSINESS

The following costs are based on the requirements at the time of the contract. Any changes in requirements may incur additional costs, in which case, the client will be notified.

ITEM	QTY	TOTAL PRICE
<b>MANAGED USERS*</b> - Unlimited Help Desk - Email Security Services - User Data Cloud Protection - Microsoft Business License	22	2,200.00
<b>MANAGED COMPUTERS</b> - Unlimited Monitoring & Alerting - Antivirus - Automatic Patch Management - Unlimited Documents Backup**	25	875.00
<b>MANAGED NETWORK DEVICES</b> - Firewalls - Switches - Printers - Wi-Fi Devices	12	660.00
<b>MANAGED SERVER (BBCWWTP)</b> - EDR Antivirus - Patch Management - Alert Monitoring - Remote Desktop Support - Cloud Backup	1	300.00
<b>MANAGED AZURE ACTIVE DIRECTORY</b>	1	200.00
<b>MANAGED MOBILE DEVICES</b> - Preventative maintenance - Professional Monitoring - Remote Assistance	10	50.00
<b>ADDITIONAL LICENSING</b> - City Council Email - Generic Email Accounts - Project Plan 3	-	70.00
	<b>Monthly Total:</b>	<b>4,355.00</b>

**NOTE:** All covered equipment listed in this budget is based on currently known inventory. Any inventory changes will result in appropriate changes to monthly fees. \* The scope of work not covered by help desk is defined in Services not Covered.

\*\*Unlimited Documents *ONLY* backs up the following file types:

- **Documents** – .DOC | .DOCX | .ODT | .PAGES | .RTF | .TXT | .WPD | .WPS
- **Data Files** – .CSV | .PPS | .ODC | .ODF
- **Page Layout Files** – .PDF | .ODG
- **Presentations** – .KEY | .ODP | .PPT | .PPTX
- **Spreadsheets** – .XLP | .ODS | .XLS | .XLSX | .numbers

## WEBSITE SERVICES

ITEM	PRICE
DOMAIN REGISTRATION (ANNUAL)	30.00/year
<b>WEBSITE HOSTING (MONTHLY)</b> - Managing WordPress Core, plugin, and theme updates - Installing all plugins - Unlimited bandwidth and site visits - Validating your domain at the highest standards for sending emails - SSL Certificate - Backups - Web Application Firewall	65.00/month
WEBSITE EDITS*	125.00/hour

*\*Website edits are billed hourly and are broken up into fifteen-minute increments. For instance, if a ticket only takes 10 minutes for a developer to complete the city will only be billed for fifteen minutes (\$31.25) versus a full hour (\$125.00).*

## TERMS AND CONDITIONS

CLARITY IS VITAL!

### TIMELINE

This agreement will be effective upon 01/01/2022 and will be reviewed annually for renewal to address any necessary adjustments or modifications. The service agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the initial term, unless either party gives the other sixty (60) days written notice of its intent not to renew this agreement. Should adjustments or modifications be required that modify the monthly fees paid for the services performed under this agreement, said changes will be communicated at least 60 days before renewal.

### SERVICE LEVEL AGREEMENT

Strategy’s normal business hours of operation are between the hours of 8:00 am – 8:00 pm, Monday through Friday, excluding public holidays. Network monitoring services will be provided 24/7/365.

### SUPPORT AND ESCALATION

Strategy will respond to the client’s support tickets as detailed below, and with best effort after hours or on holidays. Tickets must be opened by the client’s designated I.T. contact person(s), by email to our help desk, or by phone if email is unavailable. Each issue will be assigned a ticket number for tracking. If a non-designated person submits a ticket, the ticket must be approved by the designated person(s).

## ESCALATION PROCESS:

Issue	Priority	Response Time	Resolution Time	Escalation Time
Service not available, all systems down (all users and functions unavailable)	Urgent	Within 1 hr	ASAP: Best Effort	2
Significant degradation of service (a large number of users or business-critical functions affected)	High	Within 2 hrs	ASAP: Best Effort	8
Limited degradation of service (limited number of users or functions affected, business process can continue)	Medium	Within 8 hrs	ASAP: Best Effort	48
Small service degradation (business process can continue, one user affected)	Low	Within 24 hrs	ASAP: Best Effort	96

## MONITORING SERVICES

Strategy will provide ongoing monitoring and security services of all critical devices such as servers, computers, firewalls, switches, printers, and any essential network device. Strategy will provide monthly reports as well as document critical alerts, scans, and event resolutions to the Client upon their request. Should a problem be discovered during monitoring, Strategy shall make every attempt to rectify the condition in a timely manner.

## SERVICE OUTSIDE BUSINESS HOURS

Requested services performed outside the hours of 8:00 am – 8:00 pm Monday through Friday excluding public holidays, shall not be subject to the escalation process outlined above. In addition, any work done that is required by the client outside of business hours will be subject to the hourly rates outlined below.

After Hours Category	Regular Hours	After Hours	Holiday Hours
Standard Help Desk	\$99/hr	\$148.50/hr	\$198/hr
Network Admin/Engineer	\$125/hr	\$187.50/hr	\$250/hr

## MINIMUM STANDARDS REQUIRED FOR SERVICE

For the client's existing environment to qualify for Strategy's managed services, the following requirements must be met:

- For the client's existing environment to qualify for Strategy's managed services, the following requirements must be met:
- All Servers with Microsoft Windows Operating Systems must be running Windows Server 2012 or later and have all Microsoft Service Packs and Critical Updates installed.
- All desktop PCs and notebooks/laptops/tablets with Microsoft Windows Operating Systems must be running Windows 8 Pro, Apple OS X, or later, and have all of the latest Service Packs and Critical Updates installed.
- All server and desktop software must be genuine, licensed, and vendor-supported.
- The environment must have a currently licensed, up-to-date, and vendor-supported managed antivirus solution protecting all servers, desktops, notebooks/laptops/tablets, and email.
- The environment must have a currently licensed, vendor-supported backup solution that can be monitored and send notifications on job failures and successes.
- The environment must have a currently licensed, business class, vendor-supported hardware firewall between the internal network and the internet.
- All wireless data traffic in the environment must be securely encrypted.

If these requirements are not met, Strategy can bring the environment up to these standards at an additional cost to be estimated based on issues to resolve.

## SERVICES NOT COVERED

Service rendered under this agreement does not include:

- Parts, equipment, or software not covered by vendor/manufacturer warranty or support.
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any software, licensing, software renewal, or upgrade fees of any kind.
- The cost of any 3rd party vendor, manufacturer support, or incident fees of any kind.
- The cost to bring the client's environment up to the minimum standards required for services.
- Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors.
- Service and repair made necessary by alterations or modifications other than those authorized by Strategy, including alterations, software installations, or modifications of equipment made by the client's employees or anyone other than Strategy.
- Installation or upgrades of application or operating system software packages, whether acquired from Strategy or any other source.
- Programming (modification of software code) and program (software) maintenance.
- Training services of any kind.



## CANCELLATION AND RETURN POLICY

**Hardware:** Hardware can be returned within 30 days of the project or purchase approval date. All hardware returns are subject to restocking and shipping fees. In addition, if any time was spent preparing the piece of hardware for deployment, if labor was not already billed, it will be deducted from the refund amount of the hardware or, if already billed, those hours will be subtracted from your labor refund.

**Software:** There are no returns possible on software licensing. All sales of software licensing are final.

**Service Calls/Project Cancellation:** Service calls and projects may be canceled within 24 hours of the scheduled service call or project. However, any time that was spent preparing for the service call or project before the cancellation was received will still be billed to cover costs.

## TERMINATION / PLAN CHANGES

If the contract is requested to be terminated before the contract expiration date a notice of 60-days is required. Access to any system or asset will be withheld until all billing is current. Any requested plan change that impacts the monthly fee must be made 60-days before changes take effect.

## GOVERNANCE

This agreement shall be governed by the laws of the State of Kansas. This agreement and the NDA signed contemporaneously with this agreement, constitute the entire agreement between the client and Strategy for the services listed in the budget section of this agreement. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the client. Strategy is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

## LIMITATION OF LIABILITY

In no event shall Strategy be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment or systems, lost data, or other costs.

## INSURANCE COVERAGE

Strategy shall procure and maintain the following insurance coverage with minimum limits:

- Commercial General Liability
  - \$1,000,000 Per Occurrence
  - \$2,000,000 Aggregate
- Workers Compensation
  - \$500,000 each accident
  - \$500,000 policy limit – disease

- \$500,000 each employee – disease
- Technology Professional Liability Errors & Omissions & Cyber Liability
  - \$2,000,000 per claim
  - \$2,000,000 aggregate

## CONTRACT ACCEPTANCE

This contract can be accepted via affirmative email response or printed, signed, and delivered to Strategy, LLC at the address below.

Client Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

***If mailing acceptance, please mail with the deposit to:***

**Strategy, LLC**

1121 N. Julia St.

Olathe, KS 66061

If accepting via email: [sales@strategynewmedia.com](mailto:sales@strategynewmedia.com).  
(project work will not begin until the deposit is received)

Deposits can be paid online at [www.strategynewmedia.com/payments](http://www.strategynewmedia.com/payments).

## CONFIDENTIAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated October 28, 2021, between the City of Edgerton, Kansas (“EDGERTON”) and Strategy, LLC (“STRATEGY”).

1. Background. Contemporaneously with the signing of this Agreement, EDGERTON and STRATEGY entered into an agreement for the providing of services by STRATEGY to EDGERTON for the period of January 1, 2022 through December 31, 2022. Given the confidential nature of information regarding the citizens of EDGERTON which may exist in the relationship between the parties, EDGERTON has decided to require this Non-Disclosure Agreement, not only to protect the confidential information of the citizenry of Edgerton in those matters discussed in that provision, but to agree to non-disclosure by STRATEGY of City information in any and all other instances unless it obtains the written approval of EDGERTON.

2. Confidential Information. As used in this Agreement, the term “Confidential Information” shall mean all personal records of said citizens, businesses and any other parties related to the functioning of the City of Edgerton, all information that either has been identified in writing as confidential or is of such a nature, or has been disclosed in such a way that it is obvious to STRATEGY, or a reasonable person, that it is claimed as confidential by EDGERTON.

3. Disclosure of Confidential Information. STRATEGY shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) to any person outside its organization, any Confidential Information of EDGERTON. STRATEGY and its personnel shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of EDGERTON. Without limitation of the foregoing, STRATEGY shall not use any of its final product involving EDGERTON for use in any self-promotion, nor shall STRATEGY remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any original information or copies of Confidential Information obtained from EDGERTON. STRATEGY shall disclose Confidential Information received by it under the agreement between the parties only to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties and who are bound by a written agreement to protect the confidentiality of such Confidential Information.

4. Limitation on Confidential Information. Confidential Information shall not include any information which:

- (a) is generally known to the public at the time of disclosure or becomes generally known through no act on the part of STRATEGY;
- (b) is already in STRATEGY’s possession at the time of disclosure by EDGERTON;
- (c) becomes known to STRATEGY through disclosure by sources other than EDGERTON having the legal right to disclose such Confidential Information;
- (d) is required to be disclosed by STRATEGY to comply with applicable laws or governmental regulations, provided that STRATEGY provides prior written notice of

such disclosure to EDGERTON so that EDGERTON may take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

(e) is independently developed by STRATEGY without any use of Confidential Information.

5. Ownership of Confidential Information. STRATEGY agrees that EDGERTON is and shall remain the exclusive owner of its Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to STRATEGY is granted or implied under this Agreement.

6. Return of Documents. STRATEGY shall, at the request of EDGERTON, return to EDGERTON all documents, drawings and other tangible manifestations of Confidential Information received by STRATEGY pursuant to this Agreement (and all copies and reproductions thereof).

7. Miscellaneous.

(a) This Agreement supersedes all prior agreements, written or oral, between EDGERTON and STRATEGY relating to the subject matter of this Agreement.

(b) This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

(c) This Agreement shall be effective during the term of the Master Agreement between the parties, and STRATEGY additionally agrees not to disclose any information received from EDGERTON during that period of time, or any future contract extensions or renewals, to any party outside of STRATEGY's organization at any time during or thereafter.

(d) This Agreement may only be modified in a writing signed by both parties.

EXECUTED as a sealed instrument as of the day and year first set forth above.

CITY OF EDGERTON, KANSAS

BY: \_\_\_\_\_  
DONALD ROBERTS, Mayor

ATTEST:

\_\_\_\_\_  
ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
LEE W. HENDRICKS, City Attorney

STRATEGY, LLC.

BY: \_\_\_\_\_

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

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

STATE OF KANSAS            )  
  ) SS  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for the County and State aforesaid, appeared \_\_\_\_\_ of Strategy, LLC, to me personally known, who being duly sworn did state that he/she has the authority to execute the foregoing document and that he/she acknowledged he/she fully understands the content and meaning of the within instrument and acknowledged that said instrument is his/her free act and deed.

N WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires:

## City Council Action Item

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**Council Meeting Date:** October 28, 2021

**Department:** Administration

### **Agenda Item: Consider an Agreement with Tyler Technologies, Inc., for ERP Software**

#### **Background/Description of Item:**

Staff began discussions with Council regarding the need to replace the current financial software in a budget work session on June 7, 2018. At the CIP work session on October 18, 2018, Council approved \$75,000 in funding in 2019 for the ERP Software Exploration Project. Reasons for replacing the software include:

- The software is Microsoft Access based. Microsoft has indicated for several years that they will likely stop supporting Access in the future.
- Staff experiences issues with the software on a regular basis. The issues require staff time to place a support call and to work the issue until it is resolved.
- System updates are difficult to apply and often contain bugs when first deployed.
- Process and reporting options in the system are limited, and the City has limited involvement in changes that are made to the system.

On May 15, 2019, staff issued an RFQ for Business Process and ERP Advisory Services to find a consultant to assist the City in the search for ERP software. The City selected the Government Finance Officers Association (GFOA) on July 22, 2019. GFOA was selected because of their experience assisting over 500 local governments on similar projects, GFOA is a non-profit membership organization focused on supporting local governments and members of the project team have worked for local governments during their careers. In addition, GFOA has established finance best practices for local governments and could assist the City in adopting those as part of this project.

An ERP steering committee consisting of the City Administrator, Finance Director, Accountant, Development Services Director and Public Works Director was established and began working with GFOA staff in September 2019, to develop a project calendar for the business process analysis and RFP process. GFOA visited Edgerton and met with staff in October and November 2019. The RFP for ERP Software was issued on February 21, 2020, and a pre-proposal conference was held on March 4, 2020. Due to the COVID-19 Pandemic, the City extended the due date from March 25, 2020, to April 8, 2020. The RFP was placed on the City's website and GFOA sent the RFP to their contacts at the various software companies. The City received three responses: Tyler Technologies, Casselle and ClearGov. Two vendors, BS&A Software and Dude Solutions, declined to respond.

The steering committee and GFOA reviewed the responses and elevated Tyler Technologies and Casselle for further evaluation. ClearGov's proposal contained only a budget and reporting solution. Since the other two firms had more complete offerings, staff concentrated evaluation efforts on those firms. Software demonstrations were held in June 2020. Based on the demos, the steering committee elevated Tyler Technologies to the discovery phase. Tyler's system had all of the modules the City was looking for and the flow of the system/user friendliness of the screens was much better than Casselle.

In August 2020, the steering committee, along with the Mayor, visited a Tyler customer site, the City of Waxahachie, TX. The steering committee then talked with other references and participated in additional software demos with Tyler. It should be noted that there are a few cities on the Kansas side of the metro area that use the software proposed by Tyler: DeSoto, Bonner Springs and Spring Hill. All have implemented the software in the last couple of years. There are many other Tyler clients in the State of Kansas. In addition, Tyler has a large staff to provide support and the company has the resources to continue to invest in the software.

A discovery day was held with Tyler in September 2020, where the steering committee and GFOA dug deeper into items such as project staff, Tyler's experience with projects similar to the City's project and clarifications for items arising out of the demos.

Based on the discovery day and the additional due diligence, the steering committee elevated Tyler to the contract negotiation stage in October 2020. Contract negotiations have been ongoing since that time. GFOA worked with the City Attorney and the steering committee to review the documents and negotiate contract terms on the City's behalf.

The City will utilize the Software as a Service (SaaS) version of the software (also known as the "cloud" version) vs. purchasing servers and hosting the software on site. This version will result in less IT infrastructure to maintain and result in limited involvement by the City's IT provider once the software is up and running. This version will also simplify employee access to the system. The City is purchasing the following modules:

- Finance (General Ledger, Budget, Purchasing, Accounts Payable)
- HR/Payroll/Employee Self Service
- Project Accounting
- Utility Billing/Miscellaneous Accounts Receivable/Cashiering
- Fixed Assets
- Work Orders
- Community Development (Licenses & Permits)
- Court

The Tyler costs include the first year of the SaaS fees as well as the professional services related to implementing the software. In addition, there are a few hardware items included such as receipt printers, bar code scanners and digital signature pads. The not-to-exceed cost for the first year SaaS fees, professional services and the hardware items is \$233,967. Tyler has included a bank of 188 professional service hours to be used should unforeseen situations arise which require them to exceed the hours they originally estimated.

Costs for Tyler on the largest portion of the estimated projects costs. Other costs include services provided by the City's IT provider, hardware items not purchased through Tyler, such as iPads, scanners, check printer, Bluebeam plan review software, and a contingency. The budget for the project was \$240,000 until Council directed staff at the CIP Work Session on October 14, 2021, to allocate \$35,000 to the project to cover the addition of the Court Module. This brings the total budget for the project to \$275,000.

Attached is the SaaS Agreement with Tyler Technologies. The agreement contains:

- Software license and the terms covering use of the software, the SaaS relationship, etc.
- Statement of Work – Contains the milestones and acceptance criteria for the various stages of the project.
- Investment Summary – Contains and itemization of the costs for the first year SaaS fees, the professional implementation services, and the few hardware items to be purchased through Tyler.

The GFOA staff have reviewed and approved the SaaS Agreement.

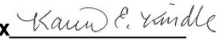
The City Attorney has reviewed and approved the SaaS Agreement.

**Related Ordinance(s) or Statue(s):** N/A

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**Funding Source:** CIP (General Fund)

**Budget Allocated:** \$275,000

x   
Karen Kindle, Finance Director

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<p><b>Recommendation: Approve the SaaS Agreement with Tyler Technologies, Inc., for ERP Software</b></p>
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**Enclosed:** SaaS Agreement with Tyler Technologies, Inc.

**Prepared by:** Karen Kindle, Finance Director





## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Edgerton, Kansas.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions, set forth in Tyler's responses to Client's functional requirements as set forth in Exhibit F. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Deliverable”** means the items identified in the Statement of Work and produced for the Client.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy attached as Exhibit B.

- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means implementation plan describing how our professional services will be provided for Client to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).
2. SaaS Fees. You agree to pay us the SaaS Fees in exchange for the right to receive Tyler’s SaaS Services. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). For the

avoidance of doubt, we will not retroactively increase SaaS Fees to cover prior use, SaaS Fees will only be increased for future periods.

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. To the extent any Deliverable is created by Tyler under this Agreement, Tyler shall grant a perpetual license for you to use, copy, modify, and create derivative works from said Deliverable for your reasonable business purposes. Such reasonable business purposes shall not include distribution or sale outside of your organization or that of your consultants, contractors, and business partners. Your rights to use the Deliverable are perpetual through the term of this Agreement, but may be revoked if you do not comply with the terms of this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for your reasonable business purposes.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(10), below, the SLA and our then current Support Call Process.

6. Functionality Replacement. For a period of ten (10) years from the Effective Date, if a new release of the Tyler Software removes functionality that was originally licensed to you, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the SaaS Fees.

7. SaaS Services.

7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for the duration of this Agreement. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and

in which you make a written request, we will provide that same information.

- 7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. Any hosting in a third-party data center shall be subject to your approval, such approval not to be unreasonably withheld. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster, security incident, or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors, due to a defect in Tyler's software, or security breach from third party, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, a "disaster" shall be that point at which Tyler abandons data restoration efforts in the hosting facility in which your data is located and commences the data restoration efforts in an alternate hosting location. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 7.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software and your Data must be restored.
- 7.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 7.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 7.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 7.8 We provide secure Data transmission paths between each of your workstations and our servers.

7.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

7.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

### **SECTION C –PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in an amount not to exceed the amounts listed in Exhibit B: the Invoicing and Payment Policy in exchange for accepted services described in the Statement of Work (SOW), attached hereto and incorporated herein. Those amounts are payable in accordance with our Invoicing and Payment Policy upon acceptance of agreed upon milestones. All Payments to vendor should be required to be made in .
3. Change in Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the scope defined in the SOW. If modifications to work are required, or if you use or request additional services or cancellation of planned services, we will provide you with an addendum or change order, as applicable, outlining the impact on payment milestones for the change. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. Tyler will not perform, and Client shall not be responsible to pay for, any work beyond the initial scope as defined in the Investment Summary and SOW without a signed addendum or change order executed by Client.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards and in compliance with all applicable laws and regulations. Consultant also warrants that it will shall staff the project with a sufficient number of skilled and experienced resources to ensure completion of the project in a commercially reasonable timeframe and that Services will conform to the specifications, and to the extent applicable, Tyler's responses to the

functional requirements as set forth in Exhibit F and other requirements of the SOW and this Agreement. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Tyler shall be responsible for ensuring that all employees are trained and knowledgeable in current security and confidentiality standards that may apply to this agreement.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Tyler Software Acceptance. You will use the following acceptance process for each Phase, as defined in the SOW: Client will have a maximum of a thirty (30) calendar day "Test Period" to test the System in a live production environment for and report documented Defects. If there are no Defects reported during the Test Period the Client shall issue "Software Acceptance." Upon Acceptance of the last Phase of the project, Client shall also grant "Final Software Acceptance." If Client reports a documented Defect during the Test Period, Client will notify Tyler in writing. Tyler will correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s). A dispute with respect to the plan shall be addressed pursuant to the Dispute Resolution Process of this Agreement. Upon resolution of a Defect during the Test Period, Client may re-perform testing for a maximum of fifteen (15) calendar days. This procedure shall repeat until all Defects have either been resolved or the Client and Tyler, reasonably cooperating, have developed a mutually agreeable schedule for Defect resolution, at which point the Client shall issue Final Software Acceptance.

10. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, subject to your right to dispute invoices in accordance with Section E of this Agreement, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 10.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 10.2 provide support during our established support hours;
- 10.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 10.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 10.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, consistent with reasonable City security policies, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

## **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. In the event of a dispute relating to only certain line items in an invoice, we, at our option, may either (a) wait to collect on the full invoice until the disputed line items are resolved according to the provisions of this Section E(2); or (b) void the initial invoice, reissue an invoice for the undisputed line items only, and issue an invoice for the disputed line items once those line items are resolved according to the provisions of this Section E(2). If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support



services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement can be renewed by written instrument signed by both parties for additional one (1) year renewal terms sixty (60) days prior to the end of the initial term or the then-current renewal term, whichever is applicable. Any renewals shall be at our then-current rates. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement unless the Agreement is renewed as per this subsection.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. As allowed by Kansas cash basis law, If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
  - 2.5 Public Interest. The Client may unilaterally terminate this Agreement upon thirty (30) days written notice to us for any reason deemed to be in the public interest. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.
  - 2.6 Disentanglement. In the event of any termination, Client and Tyler shall mutually agree upon "wind down" disentanglement procedures to include, without limitation, the scope, staffing, and costs required by such procedures. Such services shall be paid to Tyler on a time and

materials basis at Tyler's then-current rates. In the event of any termination, Tyler shall deliver Client Data in a SQL or other commercially reasonable form to Client at no additional cost.

2.7 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### 1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend and indemnify you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent) as well as any and all reasonable attorney's fees and costs incurred as a result of such claim(s). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent) as well as any and all reasonable attorney's fees and costs incurred as a result of such claim(s), we will, at our option, either: (a) procure the right

to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent wholly or partially caused by our negligence or willful misconduct; (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement or (c) violation of our Confidentiality obligations as set forth in Section H.17. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1) THE GREATER OF: (i) THE TOTAL FEES PAID TO TYLER AS OF THE TIME OF THE CLAIM; OR (ii) \$500,000; OR (B) DURING ANY RENEWAL TERM, TWO (2) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement Contractor (Tyler) shall procure and maintain at its sole cost and expense, the following insurance coverage with minimum acceptable limits:

- a. Commercial General Liability (\$1,000,000 per occurrence / \$2,000,000 Aggregate)

Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover

liability arising from premises, operations, independent contractors, products- completed operations, and personal and advertising injury. It shall also name City, it's officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, for ongoing operations, using ISO additional insured endorsement CG 2010 or its equivalent, copy of which is required to be attached to the certificate of insurance. Contractor shall maintain this coverage for itself and for each additional insured for the duration of the contract.

- b. Workers Compensation – Statutory & Employers Liability (\$500,000 each accident / \$500,000 Policy limit – disease / \$500,000 each employee – disease)

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

- c. Technology Professional Liability Errors & Omissions (\$1,000,000 per claim / \$1,000,000 Aggregate)

This coverage, appropriate to the Contractor's profession and work hereunder, shall apply to actual or alleged wrongful acts, errors and omissions resulting in claim(s) for damages related to the work, and be sufficiently broad to respond to the duties and obligations of Contractor in this contract (with no policy limitations or exclusions related to the work) and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, alteration of electronic information, extortion, and network security. This policy shall also provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include or be endorsed to include Cyber liability coverage to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Contractor.

If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. This insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting period" (tail) coverage for a minimum of five (5) years after completion of contract work.

- d. Waiver of Subrogation

Contractor, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, it's officers, employees, Mayor, and City Council Members, volunteers and agents.

e. Certificate of Insurance and Miscellaneous Provisions

Prior to commencing the work, Contractor shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Contractor's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium.. For all claims related to this contract, the Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it. City also reserves the right to obtain copies of Contractor's policies to validate coverage in effect if certificates or dec pages are ambiguous to the City's Risk Manager. Annually, Contractor agrees to provide a new/replacement formal certificate of insurance. If any portion of the work is to be subcontracted, Contractor shall require that the subcontracted Contractor(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Contractor's obligations hereunder. And the fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Contractor shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort

to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement and its referenced Exhibits are entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and

us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar

applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work
Exhibit F	Tyler’s Response to Functional Requirements

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Edgerton

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Edgerton  
PO Box 255  
Edgerton, KS 66021  
Attention: Karen Kindle



## **Exhibit A Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following Investment Summary conflicts with a provision of the Statement of Work, the Statement of Work shall control.

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Quoted By: John Hardin  
 Quote Expiration: 2/24/22  
 Quote Name: Edgerton TX - Combined ERP and Court

**Sales Quotation For:**

City of Edgerton  
 PO Box 255  
 Edgerton KS 66021-0255

**Tyler Annual Software – SaaS**

Description	List Price	Discount	Annual
<b>Incode</b>			
<b>Incode 10 Financial Management Suite</b>			
Core Financials	\$ 12,214	\$ 3,676	\$ 8,538
Fixed Assets	\$ 1,415	\$ 426	\$ 989
Inventory Control	\$ 2,476	\$ 745	\$ 1,731
Personnel Management (Includes Position Budgeting)	\$ 4,498	\$ 1,354	\$ 3,144
Employee Self Service (Employee Portal)	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 2,569	\$ 773	\$ 1,796
ESS Time and Attendance	\$ 1,000	\$ 0	\$ 1,000
Purchasing	\$ 3,294	\$ 991	\$ 2,303
Accounts Receivable	\$ 2,829	\$ 1,591	\$ 1,238
<b>Incode 10 Customer Relationship Management Suite</b>			
Utility CIS System - Water/Gas	\$ 6,427	\$ 1,934	\$ 4,493
Cashiering	\$ 1,415	\$ 66	\$ 1,349
Utility Billing Online Component (Based on # of Accts (\$.48 x # of Accts))	\$ 336	\$ 0	\$ 336
Mobile Service Orders	\$ 643	\$ 418	\$ 225
Work Order Asset Maintenance	\$ 2,644	\$ 1,037	\$ 1,607

Incode 10 Court Suite				
Criminal Court Case Management		\$ 4,598	\$ 1,769	\$ 2,829
Cashiering		\$ 0	\$ 0	\$ 0
Citation Issuing Device Interface		\$ 2,572	\$ 0	\$ 2,572
Court Payment Import Interface		\$ 1,608	\$ 0	\$ 1,608
Output Director		\$ 1,769	\$ 0	\$ 1,769
Virtual Court		\$ 1,800	\$ 0	\$ 1,800
Collection Agency Export Interface		\$ 707	\$ 0	\$ 707
EnerGov				
Citizen Self Service - Community Development		\$ 3,215	\$ 967	\$ 2,248
Community Development (Formally PLM) [10]		\$ 4,421	\$ 1,051	\$ 3,370
e-Reviews		\$ 6,430	\$ 1,935	\$ 4,495
GIS [10]		\$ 1,474	\$ 0	\$ 1,474
iG Workforce Apps [5]		\$ 834	\$ 384	\$ 450
Tyler Content Management				
Tyler Content Manager Standard Edition		\$ 4,128	\$ 1,242	\$ 2,886
	<b>TOTAL:</b>	<b>\$ 75,316</b>	<b>\$ 20,359</b>	<b>\$ 54,957</b>
	<b>Term # of Years:</b>	<b>5</b>		

### Tyler Annual Services

Description	List Price	Discount	Annual
Incode			
Other Services			
Tyler U	\$ 3,107	\$ 443	\$ 2,664
	<b>TOTAL:</b>	<b>\$ 3,107</b>	<b>\$ 2,664</b>

### Tyler Fees per Transaction

Description	Unit Price	Discount	Net Unit Price
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**Incode****Incode 10 Court Suite**

Court Case Resolution Bundle	\$ 0.00	\$ 0.00	\$ 0.00
EasyPay Online Payment Component	\$ 1.25	\$ 0.00	\$ 1.25
IVR Solution for Utility Billing	\$ 1.25	\$ 0.00	\$ 1.25
Notifications for Utility Billing	\$ 0.10	\$ 0.00	\$ 0.10

**Third Party Software & Hardware**

Description	Quantity	Unit Price	Unit Discount	Extended Price	Maintenance
<b>Incode</b>					
<b>Hardware</b>					
Epson TMH6000V Thermal Receipt Printer White USB NEW	2	\$ 1,050	\$ 0	\$ 2,100	\$ 406
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	2	\$ 350	\$ 0	\$ 700	\$ 140
Topaz Signature Pad T-L462 - USB w/ Serial Emulation TLBK462-BSB Hosted Court Sites	2	\$ 525	\$ 0	\$ 1,050	\$ 210
<b>TOTAL:</b>				<b>\$ 3,850</b>	<b>\$ 756</b>

**Services**

Description	Price	Maintenance
<b>Incode 10 Financial Management Suite</b>		
Professional Services	\$ 45,760	\$ 0
NTE - Milestone Billing	\$ 24,440	\$ 0
General Ledger Data Conversion	\$ 500	\$ 0
Personnel Management Data Conversion	\$ 2,000	\$ 0
Accounts Payable Data Conversion	\$ 1,500	\$ 0
Financials Project Management	\$ 1,600	\$ 0
<b>Incode 10 Customer Relationship Management Suite</b>		
Professional Services	\$ 28,600	\$ 0

Customer Relationship Management Suite Project Management	\$ 1,250	\$ 0
Utility Billing Data Conversion	\$ 6,000	\$ 0
<b>Incode 10 Court Suite</b>		
Professional Services	\$ 10,920	\$ 0
Warrants & Judgments Data Conversion	\$ 1,500	\$ 0
Warrants & Judgements Data Analysis	\$ 520	\$ 0
Project Management - Court	\$ 1,250	\$ 0
Fee Instance, Payment Plans, Restitution Data Conversion	\$ 4,500	\$ 0
Court Case Management Data Conversion	\$ 5,000	\$ 0
<b>EnerGov</b>		
Professional Services	\$ 32,240	\$ 0
<b>Tyler Content Management</b>		
Professional Services	\$ 4,160	\$ 0
<b>TOTAL:</b>	<b>\$ 171,740</b>	<b>\$ 0</b>

**Summary**

Total SaaS

Total Third Party Hardware, Software, Services

Total Tyler Services

**Summary Total**

**Contract Total**

**One Time Fees**

\$ 3,850

\$ 171,740

**\$ 175,590**

**\$ 233,967**

**Recurring Fees**

\$ 54,957

\$ 756

\$ 2,664

**\$ 58,377**

## Comments

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users to be purchased separately by Client. Further pricing detail is upon request. Court Case Resolution Bundle includes: Incode Court Online Case Resolution, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Incode Court Online or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Incode Court Online, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Incode Court Online annual fees.

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

General Ledger conversion includes Chart of Accounts, current fiscal year transactions, and unlimited history.

Personnel Management conversion includes employee master, deductions/taxes, retirement, current leave totals, current direct deposit, current calendar year transactions, and unlimited history.

Accounts Payable conversion includes Vendor Master records, current fiscal year transactions, and unlimited history.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures. EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment. Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.

Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.

Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history, metered services, non-metered service. Additional fee for historical views.

Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

By signing this order, you acknowledge that the items listed here are hereby added to the agreement between you and us and subject to its terms. Your access or use of Virtual Court is subject to additional terms (the "VC Terms") found here: <https://www.tylertech.com/terms/virtual-court-terms-of-use>. Unless otherwise indicated, the VC Terms and any comments specific to Virtual Court herein take precedence over conflicting comments on this order.





## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

Payment	Period	Amount
Year 1	11/1/21-10/31/22	\$54,957
Year 2	11/1/22-10/31/23	\$54,957
Year 3	11/1/23-10/31/24	\$54,957
Year 4	11/1/24-10/31/25	\$54,957
Year 5	11/1/25-10/31/26	\$54,957

2. **Other One-Time Tyler Software and Services.** Tyler will invoice Client for all professional services on a milestone basis. Tyler will invoice Client for the milestone amount set forth below upon completion and acceptance of the associated services in accordance with the Agreement and/or SOW.

Stage	Description	Amount
EnerGov - Stage 1 - Initiate & Plan Activities	Acceptance of Initiate & Plan Stage	\$ 2,579.00
EnerGov - Stage 2 - Assess & Define Activities	Acceptance of Assess & Define Stage	\$ 4,836.00
EnerGov - Stage 3 - Prepare Solution Activities	Acceptance of Prepare Solution Stage	\$ 9,672.00
EnerGov - Stage 4 - Production Readiness Activities	Acceptance of Production Readiness Stage	\$ 8,060.00
EnerGov - Stage 5 - Production Cutover Activities	Acceptance of Production Cutover Activities	\$ 6,448.00

Incode FIN/PY - Stage 1 - Initiate and Plan Activities	Acceptance of Initiate & Plan Stage	\$ 6,189.00
Incode FIN/PY - Stage 2 - Assess & Define Activities	Acceptance of Assess & Define Stage	\$ 11,604.00
Incode FIN/PY - Stage 3 - Prepare Solution Activities	Acceptance of Prepare Solution Stage	\$ 23,208.00
Incode FIN/PY - Stage 4 - Production Readiness Activities	Acceptance of Production Readiness Stage	\$ 19,340.00
Incode FIN/PY - Stage 5 - Production Cutover Activities	Acceptance of Production Cutover Activities	\$ 15,472.00
Incode Utility Billing - Stage 1 - Initiate and Plan Activities	Acceptance of Initiate & Plan Stage	\$ 2,993.00
Incode Utility Billing - Stage 2 - Assess & Define Activities	Acceptance of Assess & Define Stage	\$ 5,612.00
Incode Utility Billing - Stage 3 - Prepare Solution Activities	Acceptance of Prepare Solution Stage	\$ 11,223.00
Incode Utility Billing - Stage 4 - Production Readiness Activities	Acceptance of Production Readiness Stage	\$ 9,351.00
Incode Utility Billing - Stage 5 - Production Cutover Activities	Acceptance of Production Cutover Activities	\$ 7,482.00
Incode Court - Stage 1 - Initiate and Plan Activities	Acceptance of Initiate & Plan Stage	\$ 1,978.00
Incode Court - Stage 2 - Assess & Define Activities	Acceptance of Assess & Define Stage	\$ 3,710.00
Incode Court - Stage 3 - Prepare Solution Activities	Acceptance of Prepare Solution Stage	\$ 7,419.00
Incode Court - Stage 4 - Production Readiness Activities	Acceptance of Production Readiness Stage	\$ 6,183.00
Incode Court - Stage 5 - Production Cutover Activities	Acceptance of Production Cutover Activities	\$ 4,946.00
Control Point 6 - final	Project issues addressed for all Phases	\$ 3,435.00
<b>TOTAL</b>		<b>\$ 171,740.00</b>

3. Annual Services. Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your

annual fees will be at our then-current rates.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4.5 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

5. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

6. Expenses. Travel is not anticipated for this implementation. If travel is required, then such expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter. Attainment is calculated as (Service Availability – (Maintenance Windows + Client Error Incidents + Force Majeure)) / (Total minute in a quarter – (Maintenance Windows + Client Error Incidents + Force Majeure)) with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 13% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken. Client may address any concerns using the Dispute Resolution Process
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle and remedial action will be taken. Client may address any concerns using the Dispute Resolution Process
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle and remedial action will be taken. Client may address any concerns using Dispute Resolution Process.

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.





## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## Exhibit D

### Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
  - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
  - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, as defined by the Client, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
  - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.
  - 1.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.
  - 1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
  - 1.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license

over the Internet using a credit card.

- 1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
  - 1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
  - 1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
  - 1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
  - 1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for five (5) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
  3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
  4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment

information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



**Exhibit E**  
**Statement of Work**

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# City of Edgerton

SOW from Tyler Technologies, Inc.

**9/15/2021**

Presented to:  
Karen Kindle  
404 East Nelson  
Edgerton, KS 66021

Contact:  
John Hardin  
Email: [John.Hardin@TylerTech.com](mailto:John.Hardin@TylerTech.com)  
5519 53rd Street, Lubbock, TX 79414

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

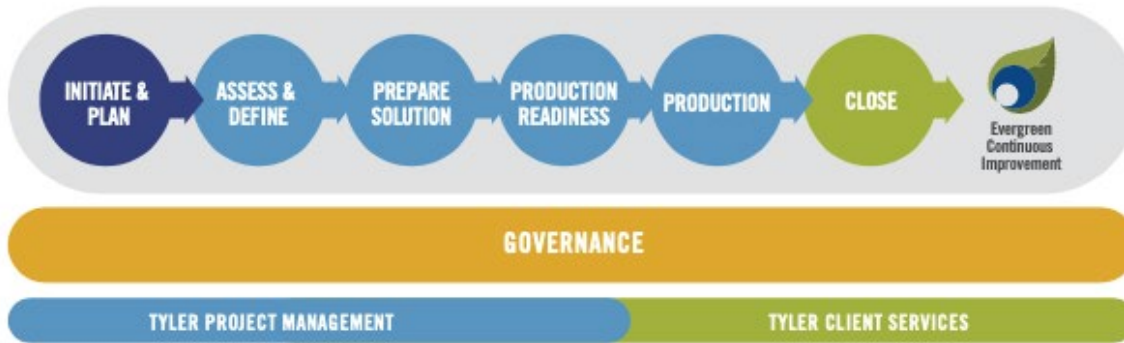
### 1.3 Methodology

This is accomplished by City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.



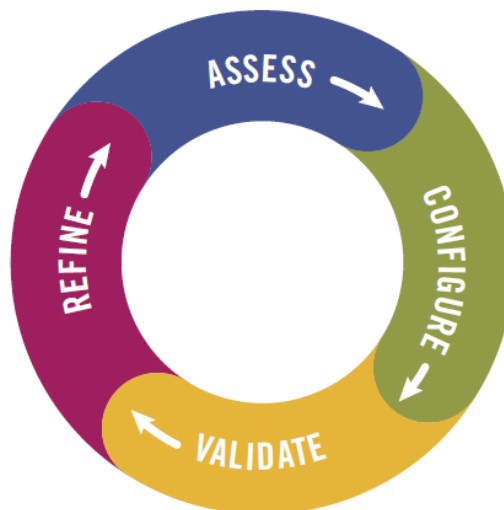
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.



# Part 2: Project Foundation

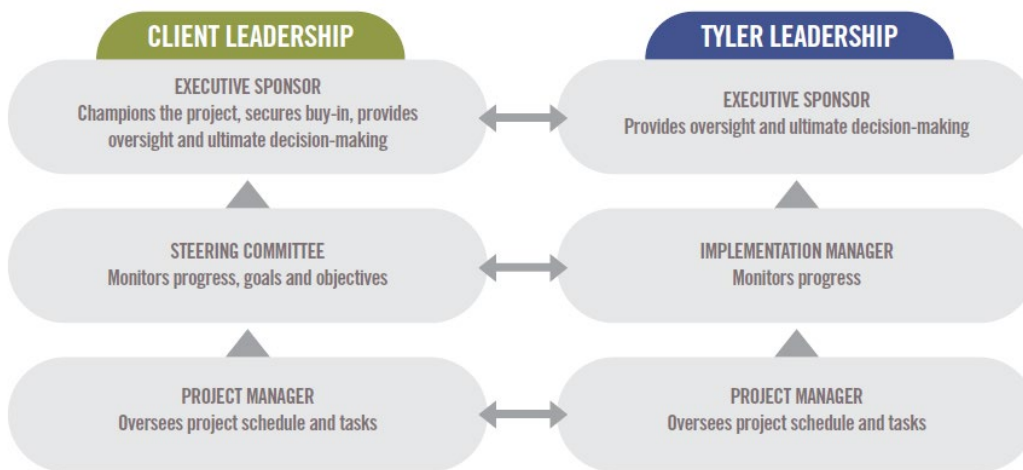
## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and City collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and City Steering Committee become the escalation points to triage responses prior to escalation to City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. City and Tyler executive sponsors serve as the final escalation point.

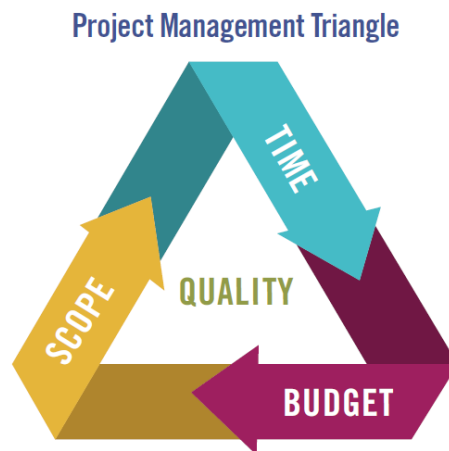
### Project Governance Relationships



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to City; for example, City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

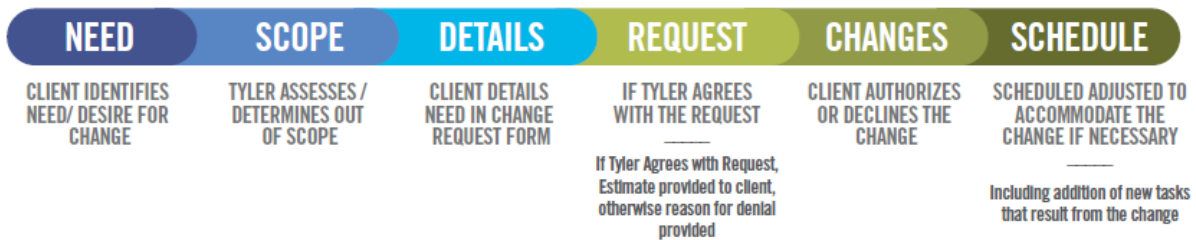




- The nature of the change.
- A good faith estimate of the additional cost or associated savings to City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work. Tyler will not perform, and Client shall not be responsible to pay for, any work beyond the initial scope as defined in the Investment Summary and SOW without a signed addendum or change order executed by Client.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- Tyler shall notify the City that Deliverables have been completed or Control Points are ready for formal acceptance.
- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days of Tyler's notification that the Deliverable or Control point is complete, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements or standards set in this SOW, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point at no additional cost to the City. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

### 4.1 Acceptance Criteria

Tyler will prepare all Deliverables listed in this SOW to meet the following criteria:

- Deliverables will be professional and ready to share with audiences outside the project (if necessary) and free from grammar or formatting errors
- Deliverables shall be consistent and complete related to the City's Functional Requirements (where applicable).
- Deliverables shall conform to any descriptions contained within this SOW.



## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at City, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people. At all times during the project, Tyler and the City shall maintain a current project roster that identifies the individual serving in each role and appropriate contact information including phone and email.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

#### 5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to City's executive sponsor.

#### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

#### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and



other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to City any items that may impact the outcomes of the Project.
- Collaborates with City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with City's project manager(s) to set a routine communication plan that will aide all Project team members, of both City and Tyler, in understanding the goals, objectives, current status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides City through software validation process following configuration.
- Assists during Go-Live process and provides support until City transitions to Client Services.



- Facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

## 5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project as a whole through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.



- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project is staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - City Policies
  - Needs of other client projects

### 5.2.3 City Project Manager

City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.



- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City resources



- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

### 5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to City staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from City's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 City GIS

- Participates in GIS planning activities.





- Responsible for management and maintenance of City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

#### 5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



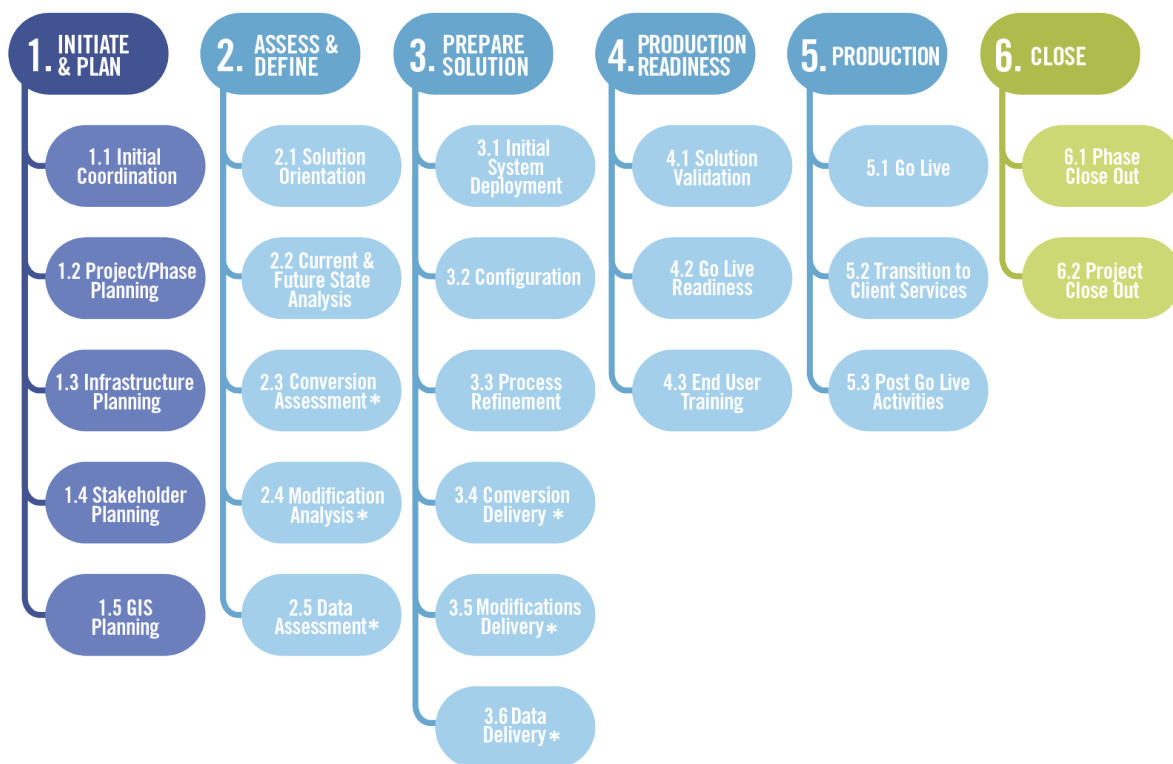
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by City.

## Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with City’s team. During this step, Tyler will work with City to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to City’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Deliverable 1 Project Management Plan	Project management plan details processes used to manage project and clearly identifies both Tyler and City role.
Deliverable 2 Project Operational Plan	Project operational plan provides a tactical plan for how Tyler performs planning for managing the logistics of the project, including solution design and validation, training, and data conversion.
Deliverable 3 Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals Initial project schedule identifies go-live date and all project tasks necessary to complete scope identified in this Agreement for the phase. All tasks will have resources and dates assigned.

**Work package assumptions:**

- City has reviewed and completed the Guide to Starting Your Project document.

**6.1.3 Infrastructure Planning**

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

**Objectives:**

- Ensure City’s infrastructure meets Tyler’s application requirements.
- Ensure City’s infrastructure is scheduled to be in place and available for use on time.

<b>STAGE 1</b>	<b>Infrastructure Planning</b>	
	Tyler	Client



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements and Design Document	Delivery of Document
	Infrastructure Audit	System Passes Audit Criteria

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

**Objectives:**

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

<b>STAGE 1</b>	<b>Stakeholder Meeting</b>	
	Tyler	Client



<p> <b>RACI MATRIX KEY:</b>  R = Responsible  A = Accountable  C = Consulted  I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

**Work package assumptions:**

- None

**6.1.5 GIS Preparation**

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

**Objectives:**

- Identify all City GIS data sources and formats.
- Tyler to understand City’s GIS needs and practices.
- Ensure City’s GIS data meets Tyler product requirements.

<b>STAGE 1</b>	<b>GIS Preparation</b>	
	Tyler	Client



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Initial GIS Planning Meeting	A	R				C				C						C
	Determine all GIS Data Sources			I			I		A		R						C
	Provide Source GIS Data			I			I		A		R						C
	Review GIS Data and Provide Feedback	A	R				C				I						C

Inputs	GIS Requirements Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

**Work package assumptions:**

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City is responsible for maintaining the GIS data.

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to City
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)





## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within



the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Deliverable 4: Documentation that describes future-state decisions and configuration options to support future-state decisions.	Tyler documents all City configuration decisions and any process decisions necessary to configure the Tyler software.

**Work package assumptions:**



- City attendees possess sufficient knowledge and authority to make future state decisions.
- City is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

**Objectives:**

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Deliverable 5: Data Conversion Plan built/updated	Tyler identifies detailed plan for data conversion that identifies scope of conversion, specific data to convert and key tasks for migrating data.



**Work package assumptions:**

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

**6.2.4 Intentionally left blank.**

**6.2.5 Intentionally left blank.**

**6.2.6 Control Point 2: Assess & Define Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

**6.3 Prepare Solution**

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

**6.3.1 Initial System Deployment**

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

**Objectives:**

- All licensed software is installed and operational.
- City is able to access the software.

<b>STAGE 3</b>	<b>Initial System Deployment (Hosted/SaaS)*</b>	
	Tyler	Client



<p> <b>RACI MATRIX KEY:</b>  R = Responsible  A = Accountable  C = Consulted  I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Client Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

**Work package assumptions:**

- The most current generally available version of the Tyler Licensed Software will be installed.
- City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. City collaborates with Tyler staff iteratively to validate software configuration.



**Objectives:**

- Software is ready for validation.
- Educate City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Deliverable 6: Configured System / Requirements Traceability	Tyler notifies City that system is configured to meet documentation in both Functional Requirements and Deliverable 4. Both Tyler and the City shall verify that Functional Requirements are met through completion of Requirements Traceability list.

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. City is responsible for making decisions when multiple options are available.



### 6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A		R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.



Solution validation test plan		
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Deliverable 7: Updated solution validation test plan	Tyler updates test plan with testing tasks unique to City
	Completed client-specific process documentation (completed by City)	

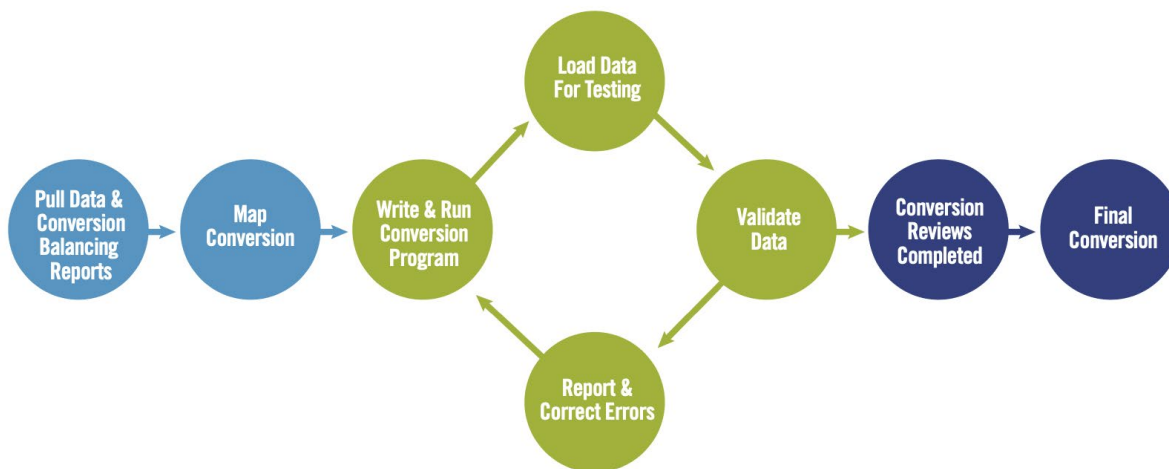
**Work package assumptions:**

- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



**Objectives:**

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion	
	Tyler	Client





RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system				C	C	C					A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

**Work package assumptions:**

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.



### 6.3.5 Intentionally left blank.

### 6.3.6 Intentionally left blank.

### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Client



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Update Solution Validation plan			A	R	C					C	C		C			
	Update test scripts (as applicable)			C	C	C					A	R		C			
	Perform testing			C	C	C					A	R		C			
	Document issues from testing			C	C	C					A	R		C			
	Perform required follow-up on issues			A	R	C					C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

**Work package assumptions:**

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

**6.4.2 Go-Live Readiness**

Tyler and City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

**Objectives:**

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

<b>STAGE 4</b>	<b>Go-Live Readiness</b>	
	Tyler	Client



<p> <b>RACI MATRIX KEY:</b>  R = Responsible  A = Accountable  C = Consulted  I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Deliverable 8: Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to City.

**Work package assumptions:**

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

**Objectives:**

- End users are trained on how to use the software prior to go-live.



- City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Deliverable 9: End User Training	Tyler completes end-user training for City staff

**Work package assumptions:**

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

**6.4.4 Control Point 4: Production Readiness Stage Acceptance**

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

**Production Readiness stage acceptance criteria:**



- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, City and Tyler will complete work assigned to prepare for Go-Live.

City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with City during Go-Live activities. City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

#### Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C



Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

**Work package assumptions:**

- City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

**6.5.2 Transition to Client Services**

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of City onto the Tyler Client Services team, who provides City with assistance following Go-Live, officially transitioning City to operations and maintenance.

**Objectives:**

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to City teams for key processes and subject areas.

<b>STAGE 5</b>	<b>Transition to Client Services</b>	
	Tyler	Client



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	I	I	A	I	I			R	I	I	C	C		C			
			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

**Work package assumptions:**

- No material project issues remain without assignment and plan.

### 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Client





<p> <b>RACI MATRIX KEY:</b>  R = Responsible  A = Accountable  C = Consulted  I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

**6.5.4 Control Point 5: Production Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

**6.6 Close**

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



## 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of City for systems implemented in the Phase.

### Objectives:

- Agreement from Tyler and City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review / Final Acceptance	



**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed
	Project Closure	

**Work package assumptions:**



- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.
- After all Deliverables and Control Points have been accepted and the City has Issued Final Software Acceptance, as defined in the Agreement, the City shall issue Project Closure. Such declaration is confirmation that all Services required by this SOW have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement or required to meet any of Tyler's responses to the Functional Requirements identified in Exhibit F will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will configure any reports necessary to include the data required to satisfy any of Tyler's responses to the Functional Requirements identified in Exhibit F. For all other reports, the City will work with Tyler to gain training and skills necessary to complete required reporting needs.
- The scope of 3rd party data exchanges / interfaces for this project shall include:
  - Johnson County AIMS (property data for City parcels)
  - Positive Pay/Check Recon with the bank;
  - RecDesk (park & rec class and facility reservation software - online payments via Stripe and at the front counter in check/cash) All payments would be initially recorded in RecDesk and then a daily interface to Cashiering to record the revenue.



- Purchasing Card transactions
- Credit card vendor (Open Edge)
- 
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for decisions the City will need to make on configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, City is responsible for making decisions based on the options available. Tyler will then configure the software to align with the City's decisions.
- Implementation of new software may require changes to existing processes, both business and technical, requiring City to make process changes.
- City is responsible for defining, documenting and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.



## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with City representatives to identify business rules before writing the conversion. City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- City will provide staff with a location to practice what they have learned without distraction.
- For all virtual training provided by Tyler, Tyler will provide the meeting platform (e.g. GoToMeeting) . The City will ensure availability of a high-speed internet connection, computer mic/speakers to provide audio, dedicated workstation for each participant, and Chrome installed as Browser.



## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client’s physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.





<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1 Incode Utility Billing Conversion Summary

#### 9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

#### 9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

### 9.2 Incode Financials Conversion Summary

#### 9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

**NOTE:** Training will be provided on how to import additional budget years from Excel.

#### 9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

#### 9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)



- Unlimited historical transactions provided by client.

**NOTE:** Employee positions/deductions will be created according to recommended best business practices.

## 9.2.4 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.



## 10. Additional Appendices

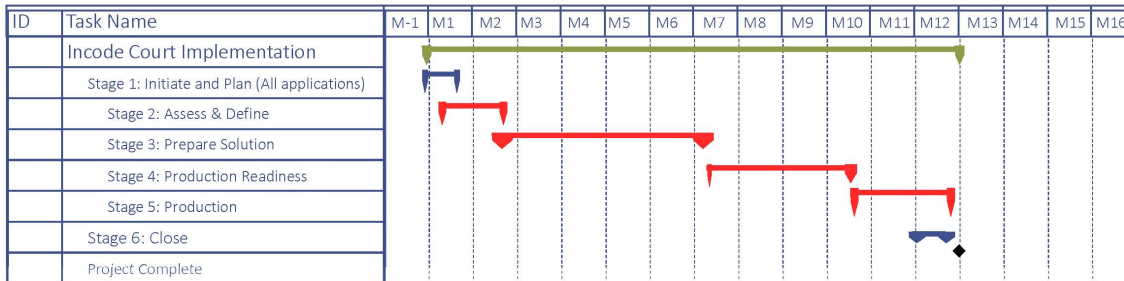
### 10.1 Intentionally left blank.

## 11. Project Timeline

### 11.1 Incode Court Timeline



#### Implementation Schedule: Incode Court Implementation

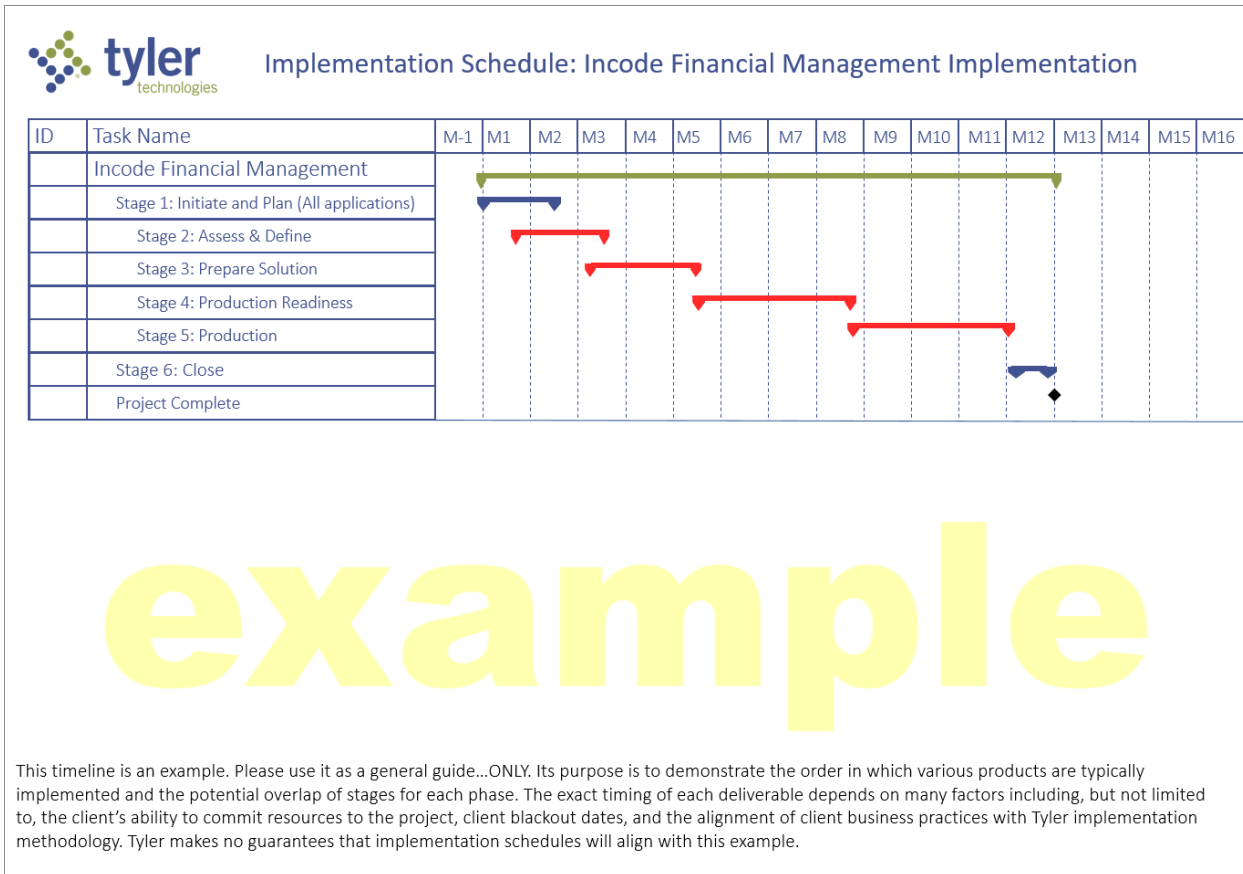


# example

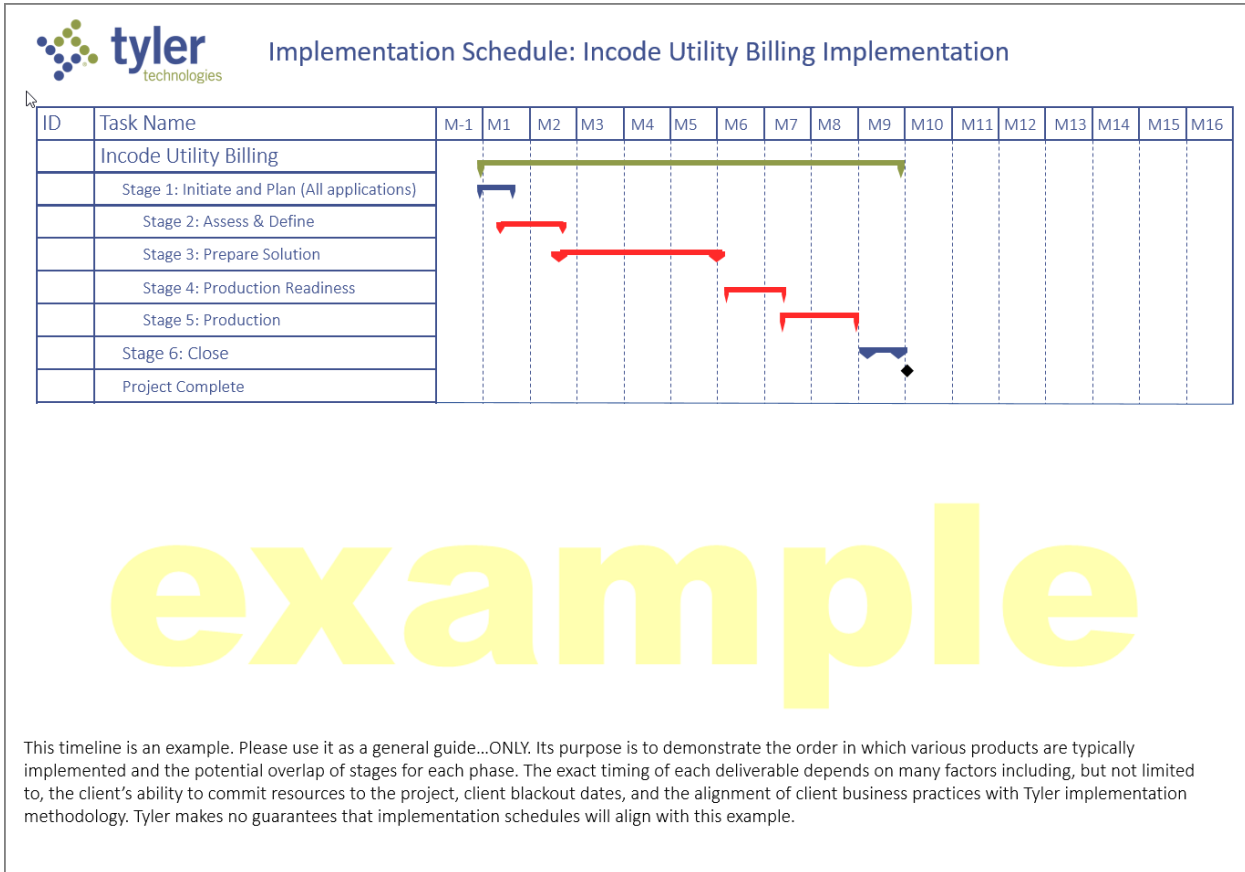
This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



## 11.2 Incode Financial Management Timeline



### 11.3 Incode Utility Billing Timeline



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**Exhibit F**  
**Tyler's Response to Client's Functional Requirements**

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**Attachment 11: Functional Requirements**

**Column F: Available Responses**

Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion

Req #	Function	Process	Step	Requirement	Response	Module / System	Phase for Go Live	Comment
1	GL	Chart of Accounts		System provides chart of accounts structure with multiple independent segments	Y	Incode 10	Phase 1	
2	GL	Chart of Accounts		Independent chart of accounts segments are independent of other segments (do not form hierarchical relationship between segments) of different types (fund, org, program, account, etc.)	Y	Incode 10	Phase 1	
3	GL	Chart of Accounts		Chart of accounts support multiple segments for org unit	Y	Incode 10	Phase 1	
4	GL	Chart of Accounts		Chart of accounts support multiple segments for program/activity	Y	Incode 10	Phase 1	
5	GL	Chart of Accounts		Segments of same type (org unit, program/activity, etc.) form hierarchical relationship	Y	Incode 10	Phase 1	
6	GL	Chart of Accounts		Chart of accounts supports project ledger (sub ledger) for detailed cost tracking	Y	Incode 10	Phase 1	Recommend Project Accounting Application
7	GL	Chart of Accounts		General Ledger and project ledger supports alpha numeric accounts	Y	Incode 10	Phase 1	
8	GL	Chart of Accounts		Segments of chart of accounts used in acceptable combinations to form full general ledger account	Y	Incode 10	Phase 1	
9	GL	Chart of Accounts		System supports segments representing programs that can extend across multiple departments	Y	Incode 10	Phase 1	
10	GL	Chart of Accounts		Segments of the Chart of Accounts can be grouped on a user-defined basis into multiple reporting hierarchies	Y	Incode 10	Phase 1	
11	GL	Chart of Accounts		System allows reporting at summary level accounts (for example, accounts 5501, 5502, 5503 can be reported together as 5500)	Y	Incode 10	Phase 1	
12	GL	Chart of Accounts		System provides short cut key functionality to allow users to not enter full account characters	Y	Incode 10	Phase 1	
13	GL	Journal Entry	Workflow	Journal entries entered by department users and routed through workflow for approval	Y	Incode 10	Phase 1	
14	GL	Journal Entry		Journal entries are validated against the chart of account structure for valid accounts	Y	Incode 10	Phase 1	
15	GL	Journal Entry		Journal entries are validated against: Available funds (budget check or cash availability check)	N	Incode 10	Phase 1	Budget Check on Register, but not cash verification
16	GL	Journal Entry		Journal entries are validated against balancing entries (make sure all entries balance)	Y	Incode 10	Phase 1	
17	GL	Journal Entry	Interface	Users can import journal entries from spreadsheet (e.g., Microsoft Excel)	Y	Incode 10	Phase 1	
18	GL	Journal Entry	Interface	Imported transactions from spreadsheets are validated using the same business rules as transactions made in the system	Y	Incode 10	Phase 1	
19	GL	Journal Entry		System allows creation of a journal entry from previously entered journal entry format (copy journal), by: Line Item	Y	Incode 10	Phase 1	
20	GL	Journal Entry		System allows users to reverse journal entry with proper security and approvals	Y	Incode 10	Phase 1	
21	GL	Journal Entry		Users can attach files for documentation to journal entry	Y	Incode 10	Phase 1	
22	GL	Journal Entry		System allows posting of transactions for multiple fiscal years at the same time	Y	Incode 10	Phase 1	*As long as the FY is open
23	GL	Journal Entry		Journal transactions can be entered and scheduled using effective dates (e.g., posting does not occur until effective date)	Y	Incode 10	Phase 1	*Entries can be Posted to future dates (as long as the period is open)
24	GL	Recurring Journal Entry		System provides templates and notifications for recurring journal entries	Y	Incode 10	Phase 1	Templates: Yes Notifications: No
25	GL	Recurring Journal Entry		System provides templates and notifications for recurring journal entries with the same dollar value	Y	Incode 10	Phase 1	Templates: Yes Notifications: No
26	GL	Recurring Journal Entry		System provides templates and notifications for recurring journal entries with varying dollar amounts	Y	Incode 10	Phase 1	Templates: Yes Notifications: No
27	GL	Recurring Journal Entry		Recurring journal entries occur at regular frequency (can set start and stop dates)	N	Incode 10	Phase 1	
28	GL	Recurring Journal Entry		System allows journal entries to be scheduled (example: lease/debt schedules)	Y	Incode 10	Phase 1	Not with a schedule, but can be entered with future dates.
29	GL	Journal Entry		Posted journal entries provide notification through workflow	I	Incode 10	Phase 1	What kind of Notification?
30	FINREP	CAFR	Reports	System used to produce all necessary schedules for CAFR	Y-ND	Incode 10	Phase 1	with ACFR reporting module (added cost)
31	FINREP	Dashboard	Dashboard	System used to provide management dashboards for City users including directors, managers, and staff	Y	Incode 10	Phase 1	
32	FINREP	Dashboard	Dashboard	System provides indicators for decision support in dashboard and at system go-live, dashboards are configured to facilitate use	Y	Incode 10	Phase 1	
33	FINREP	Export	Reports	System reporting tools provide export to Excel	Y	Incode 10	Phase 1	
34	FINREP	Export	Interface	System data can be exported for use in other third party systems	Y	Incode 10	Phase 1	
35	BUD	Budget Projections		System used to project revenues and expenses and monitor budget throughout year	Y	Incode 10	Phase 1	
36	BUD	Budget Projections	Dashboard	Budget projections available through dashboard	N	Incode 10	Phase 1	Tool in System, not a Dashboard
37	BUD	Budget Monitoring	Workflow	System provides alerts and notifications for hitting defined budget thresholds (example: 90% of budget)	Y	Incode 10	Phase 1	



38	BUD	Budget Adjustments	Workflow	System allows departments to propose budget transfers within department authority with workflow approval	Y	Incode 10	Phase 1	
39	BUD	Budget Adjustments	Workflow	System provides workflow based on transfer to/from (example: within department/division/fund or between department/division/fund)	N	Incode 10	Phase 1	
40	BUD	Budget Adjustments	Workflow	System provides workflow based on transfer based on within or between budget categories (example: salary/supplies/materials/etc.)	N	Incode 10	Phase 1	
41	BUD	Budget Adjustments		System allows departments to propose additional budget requests	Y	Incode 10	Phase 1	
42	BUD	Budget Adjustments		System validates and enforces rule that all budget amendments and transfers must balance	N	Incode 10	Phase 1	*JEs must balance, but budget adjustments are not required to balance.
43	BUD	Budget Adjustments		System provides funds availability check when entering budget amendments	N	Incode 10	Phase 1	
44	GL	Budget Control		Budget control can be set to soft error (Warn user but allow)	Y	Incode 10	Phase 1	Purchasing/ AP
45	GL	Budget Control		Budget control can be set to hard error (Do not allow)	Y	Incode 10	Phase 1	Purchasing/ AP
46	GL	Budget Control		System allows for budgeting at one level and controlling at a different level (Example: budget by account/object but conduct budget control at program level)	Y	Incode 10	Phase 1	
47	GL	Budget Control		System allows budget control at summary roll up of account/object	Y	Incode 10	Phase 1	
48	GL	Budget Control		System allows budget control at summarized roll up categories (example, transact at 5501, 5502, 5503, but control at level of all 5500s)	Y	Incode 10	Phase 1	
49	PG	Project Set Up		Supports multiple-year projects	Y	Incode 10	Phase 1	Project Accounting
50	PG	Project Set Up		Supports parent/child relations for projects and sub-projects (list any limitations in the comments column)	Y	Incode 10	Phase 1	Project Accounting
51	PG	Project Set Up		System tracks funding sources (multiple funding sources for each project)	Y	Incode 10	Phase 1	Project Accounting
52	PG	Project Set Up		Funding sources can be grants, City dedicated revenues, other City funds, etc.	Y	Incode 10	Phase 1	Project Accounting
53	PG	Project Set Up		System allows decentralized project set up	Y	Incode 10	Phase 1	Project Accounting
54	PG	Project Set Up		System uses project start date and end date for determining eligible expenditures and doesn't allow transactions outside project eligibility period	Y	Incode 10	Phase 1	Project Accounting
55	PG	Project Set Up		Projects can be established across multiple funds and departments	Y	Incode 10	Phase 1	Project Accounting
56	PG	Project Set Up		System will identify and track user-defined multiple sub-levels of a project (e.g. design, pre construction, construction, post construction, completed)	Y	Incode 10	Phase 1	Project Accounting
57	PG	Project Set Up		User-defined sub-levels of project can be different for each project	Y	Incode 10	Phase 1	Project Accounting
58	PG	Project Budget		System allows creation of project budget for select projects (not required for all projects)	Y	Incode 10	Phase 1	Project Accounting
59	PG	Project Budget		Project budgets are established for entire project	Y	Incode 10	Phase 1	Set for Project Accounts
60	PG	Project Budget		Project budgets are established by fiscal year within multi-year project	Y	Incode 10	Phase 1	Project Accounting
61	PG	Project Budget		Budget control for a project can be set for calendar year	Y	Incode 10	Phase 1	Project Accounting. There is no life setting on the project.
62	PG	Project Budget		Budget control for a project can be set for period other than City fiscal year (grantor fiscal year)	Y	Incode 10	Phase 1	Project Accounting
63	PG	Project Budget		Budget control for a project can be set for entire Life of Project (multi-Year)	Y	Incode 10	Phase 1	*Depends on Setup
64	PG	Project Budget		System can control budget at project level	Y	Incode 10	Phase 1	Project Accounting
65	PG	Project Budget		System can control budget at sub-project level (example: phase, task, etc.)	Y	Incode 10	Phase 1	Project Accounting
66	PG	Project Budget		System can set level of budget control differently for each project	N	Incode 10	Phase 1	
67	PG	Project Budget		Project budget can control to level of project funding (limit project expenses to funding sources)	N	Incode 10	Phase 1	
68	PG	Project Budget		System can track and control budget for multiple projects using the same funding source	N	Incode 10	Phase 1	
69	PG	Project/Grant Tracking		System allows for tracking direct costs (encumbrance) to project through purchasing	Y	Incode 10	Phase 1	Project Accounting
70	PG	Project/Grant Tracking		System allows for tracking direct costs (expense) to project through accounts payable	Y	Incode 10	Phase 1	Project Accounting
71	PG	Project/Grant Tracking		System allows for tracking direct costs and indirect costs (encumbrance and expense) to project through journal entries	Y	Incode 10	Phase 1	Project Accounting
72	PG	Project/Grant Tracking		System allows employees to charge time to projects and sub projects	Y	Incode 10	Phase 1	Project Accounting
73	PG	Project/Grant Tracking		System allows for tracking salary and benefit costs (expense) to project through payroll	Y	Incode 10	Phase 1	Project Accounting
74	PG	Project/Grant Tracking		System allocates indirect costs to projects based on pre-determined cost drivers and allocation schedules	I	Incode 10	Phase 1	Need an example
75	PG	Project/Grant Tracking		System identifies eligible expenses for reimbursement based on criteria identified for each project (by account)	Y	Incode 10	Phase 1	Depends on setup
76	PG	Project/Grant Tracking		System identifies and tracks funding sources for projects	Y	Incode 10	Phase 1	Project Accounting
77	PG	Project/Grant Tracking		System will split the cost of projects across various funding sources by Percentage (e.g. 70% grant, 30% bond)	Y	Incode 10	Phase 1	Use of Templates at entry. System does not do this automatically but split costing is supported.

78	PG	Project/Grant Tracking		System will split the cost of projects across various funding sources by Priority (Grant first, local funds next)	N	Incodel 10	Phase 1	
79	PG	Project/Grant Tracking		System will split the cost of projects across various funding sources by priority up to limit (example: Charge grant first up to \$10,000 then charge local funds)	N	Incodel 10	Phase 1	
80	PG	Project/Grant Revenue		System allows revenue source to be split across multiple projects	Y	Incodel 10	Phase 1	Project Accounting
81	PG	Project/Grant Revenue		System can assign multiple revenues sources to be used for single project	Y	Incodel 10	Phase 1	Project Accounting
82	PG	Project/Grant Revenue		System allows multiple revenue sources to be split across multiple projects (each project has multiple sources)	Y	Incodel 10	Phase 1	Project Accounting
83	PG	Project/Grant Billing		Projects link with accounts receivable to provide all billing, aging, and tracking capabilities.	Y	Incodel 10	Phase 1	Project Accounting
84	PG	Project/Grant Billing		Generates revenue/receivable transactions from grants expenditure data	Y	Incodel 10	Phase 1	Project Accounting
85	PG	Project/Grant Billing		System can generate invoice to bill for any project costs (bill to contractor, citizen, other government, or grant)	Y	Incodel 10	Phase 1	but not automatically
86	PG	Project/Grant Billing		System can generate invoice for appropriate billable expenses at any point (end of project, milestone, or any time)	Y	Incodel 10	Phase 1	but not automatically
87	PG	Project/Grant Billing		Project billing based on actual expenses (using current salary and benefit information)	Y	Incodel 10	Phase 1	Depends on setup
88		Project/Grant Billing		Project invoice can be done at any point in project	N	Incodel 10	Phase 1	There is no billing from project/grants.
89	PO	Requisition		Department staff initiates purchasing process through requisition entry into the system	Y	Incodel 10	Phase 1	
90	PO	Requisition		Requestor can attach files to requisition	Y	Incodel 10	Phase 1	
91	PO	Requisition		Requisition can be split into multiple lines	Y	Incodel 10	Phase 1	
92	PO	Requisition		Purchase requisition allows user to add account at line item level	Y	Incodel 10	Phase 1	
93	PO	Requisition		Purchase requisition can use project accounts at line item level	Y	Incodel 10	Phase 1	
94	PO	Requisition		Purchase requisitions can link to work order	N	Incodel 10	Phase 1	
95	PO	Requisition		Requestor can attach files to requisition at line item level	N	Incodel 10	Phase 1	
96	PO	Requisition		Purchase requisition allows user to add NIGP commodity code to line item	Y	Incodel 10	Phase 1	
97	PO	Requisition		System allows user to record information on competing quotes	Y	Incodel 10	Phase 1	
98	PO	Requisition		Purchase requisition allows user to identify contract number for requisition	Y	Incodel 10	Phase 1	
99	PO	Requisition		Purchase requisition can be saved without submitting for approval	Y	Incodel 10	Phase 1	can be placed on Hold
100	PO	Requisition		Users identify the budget year to enter requisition (at end of fiscal year where there may be a need to transact in current and future year)	Y	Incodel 10	Phase 1	
101	PO	Requisition		System records pre-encumbrance when purchase requisition is saved or submitted through workflow	Y	Incodel 10	Phase 1	
102	PO	Requisition		System tracks pre-encumbrances (purchase requisitions)	Y	Incodel 10	Phase 1	
103	PO	Requisition		Saved requisition pre-encumbers funds	Y	Incodel 10	Phase 1	
104	PO	Requisition		System maintains detailed budget at line item level while allows for controlling (stopping transaction) at summarized level	Y	Incodel 10	Phase 1	
105	PO	Requisition		System provides option for emergency purchase that will bypass workflow approvals and create purchase order	N	Incodel 10	Phase 1	
106	PO	Requisition	Workflow	System routes purchase requisition for approval/notification by chart of account information (object/account code)	Y	Incodel 10	Phase 1	
107	PO	Requisition	Workflow	System routes purchase requisition for approval/notification by dollar amount	Y	Incodel 10	Phase 1	
108	PO	Requisition	Workflow	System routes purchase requisition for approval/notification by if it is a capital item	Y	Incodel 10	Phase 1	By GL Account
109	PO	Requisition	Workflow	System allows users to cancel requisition before it is approved	Y	Incodel 10	Phase 1	
110	PO	Requisition	Workflow	Users can query the status of requisition and determine step in the workflow process	Y	Incodel 10	Phase 1	
111	PO	Requisition		Cancelled requisitions or cancelled requisition line items release pre-encumbrance	Y	Incodel 10	Phase 1	
112	PO	Purchase Order		System links purchase order to requisition	Y	Incodel 10	Phase 1	
113	PO	Purchase Order		Purchase orders created for specific items	I	Incodel 10	Phase 1	Need an example
114	PO	Purchase Order		Purchase orders created for dollar allowance with vendors (blanket purchase orders)	Y	Incodel 10	Phase 1	
115	PO	Purchase Order	Workflow	PO automatically created after requisition approval based on \$ threshold	Y	Incodel 10	Phase 1	
116	PO	Purchase Order		Creation of purchase order creates encumbrance	Y	Incodel 10	Phase 1	
117	PO	Purchase Order		System allows for encumbrance of shipping and freight and allows user to add shipping and freight to purchase order	Y	Incodel 10	Phase 1	
118	PO	Purchase Order		Shipping and freight charges distributed to accounts by line item on PO	Y	Incodel 10	Phase 1	
119	PO	Purchase Order		User can attach files to purchase order at header level, files can be individually printed or printed with document	Y	Incodel 10	Phase 1	only printed individually
120	PO	Purchase Order		Purchase order sent to vendor through Email	Y	Incodel 10	Phase 1	
121	PO	Purchase Order		Purchase order identifies requester of PO and contact information (from requisition)	Y	Incodel 10	Phase 1	Form Setup
122	PO	Purchase Order		Purchase order identifies alternate contact for PO (other than requester)	Y	Incodel 10	Phase 1	Form Setup
123	PO	Purchase Order		Purchase order prints with default contract terms based on type of purchase and commodity code	N	Incodel 10	Phase 1	Contract terms can be printed on PO but not by commodity code

124	PO	Purchase Order		System allows purchase orders to be re-sent - system identifies re-printed purchase orders as duplicates	Y	Incocode 10	Phase 1	
125	PO	Purchase Order		System calculate and encumbers sales and use tax	Y	Incocode 10	Phase 1	
126	PO	Purchase Order		System calculates sales and use tax for encumbrance	Y	Incocode 10	Phase 1	Isn't this the same question as above?
127	PO	Change Order		Any open purchase order can be modified by change order	Y	Incocode 10	Phase 1	
128	PO	Change Order	Workflow	City (department) staff only allowed to modify purchase order through change order request that goes through workflow	Y	Incocode 10	Phase 1	
129	PO	Change Order		Departments can initiate request for a change to purchase order for increase quantity or amount	Y	Incocode 10	Phase 1	
130	PO	Change Order		Departments can initiate request for a change to purchase order for decrease quantity or amount	Y	Incocode 10	Phase 1	
131	PO	Change Order		Departments can initiate request for a change to purchase order for canceling line items	Y	Incocode 10	Phase 1	
132	PO	Change Order		Departments can initiate request for a change to purchase order for canceling entire PO	N	Incocode 10	Phase 1	no request necessary, just Void the PO (with proper security set)
133	PO	Change Order		Departments can initiate request for a change to purchase order for adding line items	Y	Incocode 10	Phase 1	
134	PO	Change Order		Departments can initiate request for a change to purchase order for change of chart of account string	Y	Incocode 10	Phase 1	
135	PO	Change Order	Workflow	Requests to change purchase order routed through workflow	Y	Incocode 10	Phase 1	
136	PO	Change Order		Request to change purchase order (for increase) pre-encumbers funds	Y	Incocode 10	Phase 1	
137	PO	Change Order		Request to change purchase order (for decrease) release encumbrance when change request is approved	Y	Incocode 10	Phase 1	
138	PO	Change Order	Workflow	Approval of change to purchase order encumbers funds or releases encumbrance of funds	Y	Incocode 10	Phase 1	
139	PO	Change Order		Printing of modified purchase order clearly labels that purchase order has been changed	Y	Incocode 10	Phase 1	Depends on setup
140	PO	Change Order		Purchase order identifies information that was changed on header and line item	Y	Incocode 10	Phase 1	
141	PO	Change Order		Revised purchase order sent to vendor through email	Y	Incocode 10	Phase 1	
142	PO	Purchasing Cards	Interface	System provides automatic transfer of information from bank with purchasing card transaction details	Y	Incocode 10	Phase 1	Not automatic but an Import
143	PO	Purchasing Cards	Interface	Interface with bank provides amount, vendor, MCC code, vendor name, p-card holder, date	Y	Incocode 10	Phase 1	We will accept whatever type file the bank provides
144	PO	Purchasing Cards	Interface	System automatically identifies vendor based on file from bank	Y	Incocode 10	Phase 1	As long as the bank file includes a consistent vendor reference for cross-referencing.
145	PO	Purchasing Cards	Interface	Any new vendor (not in vendor file) where P-card is used is added to vendor file	N	Incocode 10	Phase 1	Must be manually set up
146	PO	Purchasing Cards		System allows users to identify correct account for each p-card transaction	Y	Incocode 10	Phase 1	yes, as long as the account is based on either the vendor or another referencable field
147	PO	Purchasing Cards		System allows users to identify correct project (including sub-project) for each p-card transaction	Y	Incocode 10	Phase 1	yes, as long as the project is based on either the vendor or another referencable field
148	PO	Purchasing Cards		System allows users to identify correct contract for each p-card transaction	N	Incocode 10	Phase 1	
149	PO	Purchasing Cards		System allows users to identify correct purchase order for each p-card transaction	N	Incocode 10	Phase 1	
150	PO	Purchasing Cards		System allows users to identify correct NIGP commodity code for each p-card transaction	Y	Incocode 10	Phase 1	As long as the Commodity Code is based on the vendor or another referencable field
151	PO	Purchasing Cards		System allows upload of scanned receipt	Y	Incocode 10	Phase 1	
152	PO	Purchasing Cards		System uses mobile camera to take photo of receipt and enter into the system	N	Incocode 10	Phase 1	*Scanner, not camera
153	PO	Purchasing Cards		System allows multiple accounts for each p-card transaction	Y	Incocode 10	Phase 1	
154	PO	Purchasing Cards		System allows user to identify p-card vendor (link to vendor file)	Y	Incocode 10	Phase 1	
155	PO	Purchasing Cards		System records expense when p-card transaction is processed by card-holder to update account	Y*	Incocode 10	Phase 1	If each card-holder has their own p-card statement (not combined with others) and with proper security setup
156	PO	Purchasing Cards	Workflow	System provides workflow approval of p-card transactions	Y	Incocode 10	Phase 1	
157	PO	Purchasing Cards	Workflow	System provides workflow approval of entire month p-card statement	Y	Incocode 10	Phase 1	
158	PO	Contracts		Purchase requisitions can be converted to contracts	N	Incocode 10	Phase 1	Contract application in Development
159	PO	Contracts		Workflow approval process for establishing contract is determined by chart of accounts (example: department)	N	Incocode 10	Phase 1	Contract application in Development
160	PO	Contracts		Workflow approval process for establishing contract is determined by type of contract	N	Incocode 10	Phase 1	Contract application in Development
161	PO	Contracts		Workflow approval process for establishing contract is determined by dollar amount	N	Incocode 10	Phase 1	Contract application in Development
162	PO	Contracts		Contracts can be converted to a purchase order	N	Incocode 10	Phase 1	Contract application in Development

163	PO	Contracts		System tracks contracts without encumbering PO (for on-call vendors)	N	Incude 10	Phase 1	Contract application in Development
164	PO	Contracts		System allows option of encumbering value of contract or not encumbering	N	Incude 10	Phase 1	Contract application in Development
165	PO	Contracts		System allows encumbrances to be split across multiple fiscal years (user can identify encumbrance in each fiscal year)	N	Incude 10	Phase 1	Contract application in Development
166	PO	Contracts		System allows users to attach files to contract	N	Incude 10	Phase 1	Contract application in Development
167	PO	Contracts		System tracks required insurance, performance bonds, vendor licenses, or other requirements of contract	N	Incude 10	Phase 1	Contract application in Development
168	PO	Contracts		System tracks expiration dates of insurance, vendor licenses, or other contract requirements.	N	Incude 10	Phase 1	Contract application in Development
169	PO	Contracts		System can apply purchase orders/requisitions against contracts	N	Incude 10	Phase 1	Contract application in Development
170	PO	Contracts		Purchase orders encumber funds against a contract	N	Incude 10	Phase 1	Contract application in Development
171	PO	Contracts		The system tracks service performance against a contract (e.g., milestones and/or deliverables).	N	Incude 10	Phase 1	Contract application in Development
172	PO	Contracts		The system tracks and auto flag contract expiration dates with sufficient lead time to extend or re-solicit contract.	N	Incude 10	Phase 1	Contract application in Development
173	PO	Contracts		System tracks pricing for contract (unit prices for various items under contract)	N	Incude 10	Phase 1	Contract application in Development
174	PO	Contracts		System tracks performance milestones on contract	N	Incude 10	Phase 1	Contract application in Development
175	PO	Contracts		Contracts can track payment schedules	N	Incude 10	Phase 1	Contract application in Development
176	AP	Invoice Approval		System fills information for invoice from purchase order	Y	Incude 10	Phase 1	
177	AP	Invoice Approval		System allows entering of direct claims without purchase order	Y	Incude 10	Phase 1	
178	AP	Invoice Approval	Workflow	System provides workflow approval path for invoices from purchase orders	Y	Incude 10	Phase 1	
179	AP	Invoice Approval	Workflow	System provides workflow approval path for Invoices without purchase orders	Y	Incude 10	Phase 1	
180	AP	Invoice Approval	Workflow	Invoices routed through workflow for approval based on amount	N	Incude 10	Phase 1	*not based on amount
181	AP	Invoice Approval	Workflow	Invoice routed through workflow based on point of entry (entered by department vs. AP)	N	Incude 10	Phase 1	
182	AP	Invoice Approval	Workflow	Invoices routed through workflow for approval based on PO vs no PO	N	Incude 10	Phase 1	
183	AP	Invoice Approval	Workflow	Invoices routed through workflow for approval based on chart of account information	N	Incude 10	Phase 1	
184	AP	Invoice Approval		Supports partial payments (partial payment of invoice)	N	Incude 10	Phase 1	
185	AP	Invoice Approval		Allow payment of multiple purchase orders from one invoice	N	Incude 10	Phase 1	
186	AP	Invoice Approval		Allow multiple invoices to be received and processed for one purchase order	Y	Incude 10	Phase 1	
187	AP	Invoice Approval		System will automatically check for and prevent duplicate invoice numbers for the same vendor (don't pay same invoices twice)	Y	Incude 10	Phase 1	
188	AP	Invoice Approval		System allows files to be attached in the system to the invoice (scanned image of invoice)	Y	Incude 10	Phase 1	
189	AP	Invoice Approval		System allows payment of invoice with p-card	N	Incude 10	Phase 1	
190	AP	Payment Process		After approval, schedule invoices for payment based on invoice date (example: 45 days after invoice date)	Y	Incude 10	Phase 1	
191	AP	Payment Process		After approval, schedule invoices for payment based on date entered by AP clerk	Y	Incude 10	Phase 1	
192	AP	Payment Process		After approval, schedule invoices for payment based on grouping of invoices (example: employee reimbursement)	Y	Incude 10	Phase 1	
193	AP	Payment Process		System will pay vendors electronically (ACH, wire transfer, etc.) using standard NACHA formats (ctx).	Y	Incude 10	Phase 1	
194	AP	Payment Process		The system prints checks based on regular schedule	Y	Incude 10	Phase 1	
195	AP	Payment Process		The system prints on-demand checks (single check printing)	Y	Incude 10	Phase 1	
196	AP	Payment Process		The system creates/sorts checks based upon chart of account information (example: fund or department)	N	Incude 10	Phase 1	
197	AP	Payment Process		The system creates/sorts checks based upon vendor	Y	Incude 10	Phase 1	
198	AP	Payment Process		The system creates/sorts checks based upon payment type (employee reimbursement, one time vendors, need to route to department, etc.)	N	Incude 10	Phase 1	
199	AP	Payment Process		System provides and sends electronic payment file to bank	Y*	Incude 10	Phase 1	*System creates ACH but file is maually submitted
200	AP	Payment Process		System sends electronic remittance advice for EFT payments to vendor through email	Y	Incude 10	Phase 1	
201	AP	Payment Process		System permits users to select to pay one invoice per check (issue multiple checks to one vendor in a single check run).	Y	Incude 10	Phase 1	
202	AP	Payment Process		System combines multiple invoice payments onto one check (issue one check for multiple invoices in a single check run)	Y	Incude 10	Phase 1	
203	AP	Payment Process		Enter broadcast messages which appears on all AP check stubs	Y	Incude 10	Phase 1	*on the form, not a different message for each check run
204	AP	Payment Process		Users may enter a message for one specific vendor which appears on that specific check stub	N	Incude 10	Phase 1	
205	AP	Payment Process		System provides electronic signature for check processing	Y	Incude 10	Phase 1	
206	AP	Payment Process		System provides option to pay vendor invoice with p-card	N	Incude 10	Phase 1	
207	AP	Payment Process		System provides option to pay invoice outside of system (example: wire transfer)	N	Incude 10	Phase 1	

208	AP	Payment Process		System allows more than one signature on each check	Y	Incode 10	Phase 1	
209	AP	Payment Process	Interface	System supports positive pay	Y	Incode 10	Phase 1	
210	AP	Void and Cancel		System allows user to void check and system makes all correct accounting entries to reverse payment, including contract balances	Y	Incode 10	Phase 1	Contract application in Development
211	AP	Void and Cancel		System allows user to void check and re-issue replacement check	Y	Incode 10	Phase 1	
212	AP	Refunds		System processes refunds to one time customers	Y	Incode 10	Phase 1	*Note: UB Refunds not processed through A/P
213	AP	Refunds	Interface	System allows upload of refund payments from other systems (e.g., Utility Billing)	N	Incode 10	Phase 1	*Note: Incode UB is integrated to the Financials. Also, UB Refunds are not processed through A/P, but through a UB process.
214	AP	Refunds	Interface	System updates third party system when refund check clears	N	Incode 10	Phase 1	*Note: Incode UB is integrated to the Financials. Also, UB Refunds are not processed through A/P, but through a UB process.
215	AP	Vendor File		Supports Parent/Child relationships for vendor records	N	Incode 10	Phase 1	
216	AP	Vendor File		Maintains multiple location addresses for each vendor	Y	Incode 10	Phase 1	
217	AP	Vendor File		Stores DBA name	Y	Incode 10	Phase 1	
218	AP	Vendor File		System identifies default payment remittance address	Y	Incode 10	Phase 1	
219	AP	Vendor File		Vendor file stores vendor payment preference (ACH or check)	Y	Incode 10	Phase 1	
220	AP	Vendor File		System identifies preference for electronic payments and for those indicated makes all payments electronically	Y	Incode 10	Phase 1	
221	AP	Vendor File		System identifies 1099 vendors	Y	Incode 10	Phase 1	
222	AP	Vendor File		System can accommodate certification information (minority, women owned, dba, ccb license - type & #)	Y	Incode 10	Phase 1	
223	AP	Vendor File		Vendor files can identify terms and conditions that are applied to purchase orders for that vendor	N	Incode 10	Phase 1	Terms applied to payment due date, etc. not PO.
224	AP	Vendor File		System records multiple commodity (NIGP) codes to classify vendors	Y	Incode 10	Phase 1	
225	AP	Vendor File		Vendor file stores insurance levels information	N	Incode 10	Phase 1	
226	AP	Vendor File	Dashboard	System identifies cumulative purchase history by vendor to identify common vendors	Y	Incode 10	Phase 1	*System Tracks Vendor History, but does not automatically classify a vendor as a Common Vendor
227	AP	Vendor File		Cumulative purchase history includes p-card purchases	Y	Incode 10	Phase 1	
228	AP	Vendor File		System identifies one time vendors - vendors set up in normal vendor file but identified as one-time vendor for easier data entry and system search functions	N	Incode 10	Phase 1	
229	AP	Vendor File		System provides role security to limit department users to making only some changes /adds to vendor record (not change bank account number)	N	Incode 10	Phase 1	
230	AP	Vendor File		System provides role security to limit changes to AP information on vendor file while allowing access to manage vendor contacts, insurance/certification, and performance tracking	N	Incode 10	Phase 1	
231	AP	Vendor withholding		System tracks withholding information on vendors	I	Incode 10	Phase 1	Need an example
232	AP	Vendor withholding		System applies withholding percentage or amount to applicable vendor payments	I	Incode 10	Phase 1	Need an example
233	AP	Employee Reimbursement		All employees have access to submit reimbursement for expenses	Y	Incode 10	Phase 1	Through the PO process, not through an Employee Reimbursement process
234	AP	Employee Reimbursement		System identifies any reimbursements that are taxable for inputted income	N	Incode 10	Phase 1	
235	AP	Employee Reimbursement		Employees enter pre-travel reimbursement request through self-service (prior to travel)	N	Incode 10	Phase 1	
236	AP	Employee Reimbursement		Pre-Travel reimbursement request is routed through workflow for approval (prior to travel)	N	Incode 10	Phase 1	
237	AP	Employee Reimbursement		Employee uploads images of actual receipts to self service	N	Incode 10	Phase 1	
238	AP	Employee Reimbursement		Employee uploads training/conference agenda	N	Incode 10	Phase 1	
239	AP	Employee Reimbursement		System calculates per diem charges based on location and duration of travel	N	Incode 10	Phase 1	
240	AP	Employee Reimbursement	Workflow	System routes travel reimbursement request to supervisor through workflow	N	Incode 10	Phase 1	
241	AP	Employee Reimbursement		System allows employee to add account number to employee reimbursement request	N	Incode 10	Phase 1	
242	PO	End of Year Process		Any open purchase orders at year end can be rolled to next fiscal year	Y	Incode 10	Phase 1	
243	PO	End of Year Process		Any open purchase order rolled to next fiscal year can roll associated encumbered budget to next fiscal year	Y	Incode 10	Phase 1	
244	PO	End of Year Process		System prepares budget amendment to authorize roll of encumbered funds for next budget year	Y	Incode 10	Phase 1	
245	PO	End of Year Process		Open purchase orders rolled to next year can encumber next year budget (not roll budget)	Y	Incode 10	Phase 1	
246	AP	Tax Reporting	Reports	Monitors cumulative payments to 1099 vendors	Y	Incode 10	Phase 1	

247	AP	Tax Reporting	Reports	On-demand 1099 form generation	Y	Incodel 10	Phase 1	
248	AP	Tax Reporting		Collects necessary information for generation of Federal 1099s at year-end (both manually and per IRS approved file) (all types of 1099)	Y	Incodel 10	Phase 1	
249	AP	Tax Reporting	Interface	System can produce electronic file to send 1099 related forms to IRS	Y	Incodel 10	Phase 1	
250	AR	Miscellaneous Billing		Departments will use system to create invoices for various charges	Y	Incodel 10	Phase 1	
251	AR	Miscellaneous Billing		System allows departments to bill internal customers (other county departments)	Y	Incodel 10	Phase 1	Depends on setup
252	AR	Miscellaneous Billing		System generates journal entry for internal billing (rather than creating invoice and requiring payment)	N	Incodel 10	Phase 1	
253	AR	Miscellaneous Billing		System allows users to create invoices for each type by entering dollar amount	Y	Incodel 10	Phase 1	
254	AR	Miscellaneous Billing		System allows users to create invoices for each type by entering non-financial parameter and having system calculate appropriate fees according to pre-defined business rules	Y	Incodel 10	Phase 1	
255	AR	Miscellaneous Billing		System generates statement with due invoices	Y	Incodel 10	Phase 1	
256	AR	Miscellaneous Billing		Invoice prints with statement balance information	Y-ND	Incodel 10	Phase 1	
257	AR	Recurring Billing		System accommodates recurring invoices (regular invoices to occur at set dates or duration) (example: rent)	Y	Incodel 10	Phase 1	
258	AR	Recurring Billing		System allows recurring invoices to be set up to handle invoices scheduled at set dates for same amount	Y	Incodel 10	Phase 1	*Recurring invoices are not scheduled on set dates, but processed as needed
259	AR	Recurring Billing		System allows recurring invoices to be set up to handle invoices scheduled at set dates for different amounts	Y	Incodel 10	Phase 1	Recurring invoices can be manually adjusted as they are processed
260	AR	Recurring Billing		System saves templates for generating invoices (different template for each AR type)	N	Incodel 10	Phase 1	Recurring Invoices, not Templates.
261	AR	Receivable Tracking		System generates accounts receivable transaction for invoices	Y	Incodel 10	Phase 1	
262	AR	Receivable Tracking		System provides receivable tracking and aging reporting capabilities	Y	Incodel 10	Phase 1	
263	AR	Aging		System stores schedule of penalties and interest to apply to open receivables	Y	Incodel 10	Phase 1	
264	AR	Aging		Penalties can be applied (or not applied) by type of receivable	Y	Incodel 10	Phase 1	
265	AR	Aging		Penalties can be flat fee amounts	Y	Incodel 10	Phase 1	
266	AR	Aging		Penalties can be percentage of original amount	Y	Incodel 10	Phase 1	
267	AR	Aging		Interest charges can be applied monthly	Y	Incodel 10	Phase 1	
268	AR	Point of Sale		System records payments for point of sale items (no invoices)	N	Incodel 10	Phase 1	*AR and/or Cashiering are not POS systems
269	AR	Point of Sale		System records payments against open receivables	Y	Incodel 10	Phase 1	*AR and/or Cashiering are not POS systems
270	AR	Point of Sale		System applies sales tax to point of sale transactions	N	Incodel 10	Phase 1	*AR and/or Cashiering are not POS systems
271						Incodel 10	Phase 1	*AR and/or Cashiering are not POS systems
272	AR	Point of Sale		System provides customer receipt	Y	Incodel 10	Phase 1	In Cashiering, but *AR and/or Cashiering are not POS systems
273						Incodel 10	Phase 1	*AR and/or Cashiering are not POS systems
274	AR	Point of Sale		System records payments with cash, credit, check	Y	Incodel 10	Phase 1	*AR and/or Cashiering are not POS systems
275	AR	Point of Sale	Interface	Credit card transactions are PCI compliant	Y	Incodel 10	Phase 1	*AR and/or Cashiering are not POS systems
276	AR	Point of Sale		System provides web payment option for open receivables	Y	Incodel 10	Phase 1	*AR and/or Cashiering are not POS systems
277	AR	Payment Receipt	Reports	System generates deposit slip	N	Incodel 10	Phase 1	
278	AR	Payment Receipt		System routes deposit slip for workflow approval	N	Incodel 10	Phase 1	
279	AR	Payment Receipt		System applies one payment to multiple receivables / point of sale transactions	Y	Incodel 10	Phase 1	*AR and/or Cashiering are not POS systems
280	AR	Payment Receipt		System allows using multiple payment types to pay for one invoice (example: cash and credit card)	Y	Incodel 10	Phase 1	
281	AR	Payment Receipt		Automatically generate general ledger distribution entries needed to record receipts	Y	Incodel 10	Phase 1	
282	AR	Customer File		Customer file is shared with vendor file used for purchasing and accounts payable	N	Incodel 10	Phase 1	
283	AR	Customer File		Single customer master is used for all receivables in the system	Y	Incodel 10	Phase 1	
284	AR	Create Receivable		System creates receivable for all general billing	Y	Incodel 10	Phase 1	
285	AR	Create Receivable		System allows user to create receivable manually for bill generated outside system	Y	Incodel 10	Phase 1	AR Invoice
286	AR	Create Receivable	Interface	System allows for import of receivables (aggregate) from bills generated from external system (utility bill, etc)	Y	Incodel 10	Phase 1	Import from external source: Yes. UB is integrated with Financials and has it's own receivables. It does not need to use A/R for Receivables
287	AR	Cash Management	Interface	System allows import of daily bank activity and balances and reconciles to recorded receipts and disbursements	Y	Incodel 10	Phase 1	Bank Reconciliation

288	AR	Cash Management		System reconciles both cash/check transactions as well as credit card payments with potential lag in posting date	Y	Incode 10	Phase 1	Bank Reconciliation
289	AR	Cash Management		System reconciles cleared checks	Y	Incode 10	Phase 1	Bank Reconciliation
290	AR	Cash Management		System provides cash flow forecasts projecting outstanding payable, outstanding receivables, recurring payments, and current position	N	Incode 10	Phase 1	
291	AR	Cash Management		System manages multiple City bank accounts	Y	Incode 10	Phase 1	Bank Reconciliation
292	AR	Cash Management		System manages pooled cash where all funds share cash account and utilize due to / due from accounts	Y	Incode 10	Phase 1	*We would be glad to discuss Pooled Cash with you. While we never force Pooled Cash on our customers, we find it is an effective and efficient way to track cash across multiple funds. A key element in that functionality is for our users to fully understand how Pooled Cash works, for those who understand how the transactions and adjusting entries are posted, it is a valuable method.
293	CA	Asset Acquisition		System is used to track capitalized items	Y	Incode 10	Phase 1	Fixed Assets
294	CA	Asset Acquisition		System is used to track non-capitalized items	Y	Incode 10	Phase 1	Fixed Assets
295	CA	Asset Acquisition		Asset can have multiple account distributions (including multiple funds)	Y	Incode 10	Phase 1	Fixed Assets/ Depreciation
296	CA	Asset Acquisition		System accommodates parent child relationships for assets	Y	Incode 10	Phase 1	Fixed Assets
297	CA	Asset Acquisition		System must link component units (parent/child relationship) whereby each component maintains its own financial and historical information and depreciable life.	Y	Incode 10	Phase 1	Depends on setup
298	CA	Asset Acquisition		System is able to copy an asset record to create a similar asset record	Y	Incode 10	Phase 1	Fixed Assets
299	CA	Asset Acquisition		System can import new assets from spreadsheet or other data file	N	Incode 10	Phase 1	Fixed Assets
300	CA	Asset Acquisition		If asset is replacement of other asset, it references old asset	N	Incode 10	Phase 1	Fixed Assets
301	CA	Asset Acquisition		Asset tracks expiration date of asset	N	Incode 10	Phase 1	Fixed Assets
302	CA	Asset Acquisition		Asset tracks warranty information on asset	Y	Incode 10	Phase 1	Fixed Assets
303	CA	Asset Acquisition		Assets identify custodian for asset (employee linked to asset) (example: cell phone identifies user)	Y	Incode 10	Phase 1	Fixed Assets/ User Defined Field
304	CA	Asset Acquisition		System links capital asset to purchase requisition, purchase order, and accounts payable transaction	Y	Incode 10	Phase 1	Fixed Assets
305	CA	Asset Acquisition	Interface	ERP system stores GIS information on asset or links to County GIS system for all infrastructure / facility assets	Y	Incode 10	Phase 1	Fixed Assets/ We could store GIS information in a User Defined Field, but it is not tied to GIS
306	CA	Asset Acquisition		System is able to identify/record all capitalize costs associated with the construction or purchase/acquisition of an asset (from project accounting)	N	Incode 10	Phase 1	Fixed Assets is not currently integrated with PA
307	CA	Asset Acquisition		System allows users to identify/classify costs as capitalized costs / non capitalized costs	Y	Incode 10	Phase 1	Fixed Assets: An asset can be classified as depreciable vs. non depreciable, but not individual costs of an asset
308	CA	Asset Acquisition		System can recognize fixed/capital assets when they are completed, regardless of whether the project has been completed/closed	N	Incode 10	Phase 1	Fixed Assets
309	PG	Project Capitalization		System will move a project to Capital Assets but allow for any subsequent expenditures to be charged to that project.	N	Incode 10	Phase 1	
310	PG	Project Capitalization		Transfers construction-in-progress accounts to capital asset accounts at project close or completion	N	Incode 10	Phase 1	
311	PG	Project Capitalization		One project can be converted into multiple assets	N	Incode 10	Phase 1	
312	CA	Asset Acquisition		System used to store leased assets	Y	Incode 10	Phase 1	There are no specific fields for storing lease information.
313	CA	Asset Acquisition		System records financial transactions as required by GASB 87 for all leased assets	N	Incode 10	Phase 1	Lease/amortization fields are not tracked.
314	CA	Depreciation		System automatically calculate depreciation in accordance with the depreciation method and convention designated for an asset	Y	Incode 10	Phase 1	
315	CA	Depreciation		Depreciation calculated by month or by year	Y	Incode 10	Phase 1	
316	CA	Depreciation		System calculates pro-rated depreciation for assets sold or acquired mid-year or mid-month / mid-year.	Y	Incode 10	Phase 1	
317	CA	Depreciation		System can designate some assets as non-depreciable (i.e., land, assets not in use)	Y	Incode 10	Phase 1	
318	CA	Disposal		Upon disposal, system calculate partial period depreciation and generate appropriate profit/loss calculation	Y	Incode 10	Phase 1	
319	CA	Disposal		System tracks reason for disposal	Y	Incode 10	Phase 1	
320	CA	Disposal		System stores information on disposed assets	Y	Incode 10	Phase 1	
321	CA	Disposal	Workflow	System provides workflow approval/notification for disposed assets	N	Incode 10	Phase 1	
322	CA	Disposal		Disposal tracks revenue from disposal on asset	Y	Incode 10	Phase 1	
323	CA	Physical Inventory		System produces asset list by department for physical inventory	Y	Incode 10	Phase 1	

324	CA	Physical Inventory		System produces asset list by location for physical inventory	Y	Incode 10	Phase 1	
325	CA	Physical Inventory		Departments validate assets are present	Y	Incode 10	Phase 1	
326	CA	Physical Inventory		System produces asset list of non-capitalized assets by department	Y	Incode 10	Phase 1	*Non-Depreciable
327	INV	Receipt of Inventory		System prepares purchase requisition for ordering inventory items	Y	Incode 10	Phase 1	
328	INV	Receipt of Inventory		Purchasing system identifies inventory item and adds to inventory quantity when received / invoice processed	Y	Incode 10	Phase 1	
329	INV	Receipt of Inventory		Track donated items or other items not from purchasing system	N	Incode 10	Phase 1	Manually entered in INV
330	INV	Receipt of Inventory		System provides on-line requisition form for items in inventory (Request to use inventory item)	Y	Incode 10	Phase 1	
331	INV	Use of Inventory		System generates inventory use / pick ticket	Y	Incode 10	Phase 1	
332	INV	Use of Inventory		System tracks item usage	Y	Incode 10	Phase 1	
333	INV	Use of Inventory		User can define, by item, reorder points and reorder quantities	Y	Incode 10	Phase 1	
334	INV	Track Inventory		System tracks location of inventory item by warehouse (including multiple warehouses)	Y	Incode 10	Phase 1	
335	INV	Track Inventory		System tracks location by section of warehouse	Y	Incode 10	Phase 1	
336	INV	Track Inventory		System provides online form to transfer inventory between warehouse	N	Incode 10	Phase 1	Manual process
337	INV	Track Inventory		System indicates stock on hand for each location	Y	Incode 10	Phase 1	
338	INV	Track Inventory		System indicates stock on hand for multiple locations	Y	Incode 10	Phase 1	
339	INV	Track Inventory		Identify inventory items as critical spare	Y	Incode 10	Phase 1	User Defined Field
340	INV	Track Inventory		System calculates and allocates cost of inventory by: average price	Y	Incode 10	Phase 1	
341	INV	Track Inventory		System tracks inventory used as part of work order	Y	Incode 10	Phase 1	
342	INV	Track Inventory		Bar Code for Inventory Items	Y	Incode 10	Phase 1	
343	WO	Service Request		Allow users to directly input a service request into the system.	Y	Incode 10	Phase 1	
344	WO	Service Request		Routes the service request to the appropriate reviewer based on pre-defined roles.	N	Incode 10	Phase 1	
345	WO	Service Request		Allows requester to review the status of the service request and make additional comments.	N	Incode 10	Phase 1	
346	WO	Work Order		System creates work order from service request	Y	Incode 10	Phase 1	
347	WO	Work Order		Generate a work order without a service request	Y	Incode 10	Phase 1	
348	WO	Work Order		Generate preventative maintenance work orders based on asset attributes (mileage, hours, age)	Y	Incode 10	Phase 1	
349	WO	Work Order		Generate multiple work orders from one service request.	N	Incode 10	Phase 1	
350	WO	Work Order		Divide the work order into multiple activities, tasks, and phases.	N	Incode 10	Phase 1	
351	WO	Work Order		Work order identifies safety information or standard operating procedures	N	Incode 10	Phase 1	
352	WO	Work Order		Work order identifies priority	Y	Incode 10	Phase 1	
353	WO	Work Order		Assign the work order to one employee, multiple employees, or groups of employees.	Y	Incode 10	Phase 1	
354	WO	Work Order		Work order identifies materials required for work order	Y	Incode 10	Phase 1	
355	WO	Work Order		Work order can view and commit inventory items	Y	Incode 10	Phase 1	
356	WO	Tracking		System tracks work order scheduled completion	Y	Incode 10	Phase 1	
357	WO	Tracking		System tracks time spent on work order	Y	Incode 10	Phase 1	
358	WO	Tracking		Notification to the requester when a work order has been completed.	Y	Incode 10	Phase 1	
359	WO	Tracking		Tracks the completion of discrete phases of the work order.	Y	Incode 10	Phase 1	By using Work Order Statuses. Work order statuses are setup in a way that constitutes "phases". The work order always starts in New and can be changed to/from any of the below statuses: Active, Review, On Hold, Void, Complete.
360	WO	Completion		Upon completion, system closes work order and tracks necessary labor, material, equipment and other cost information	Y	Incode 10	Phase 1	
361	BUD	Budget Requests		Departments enter budget requests through system including requested budget amount	Y	Incode 10	Phase 1	
362	BUD	Budget Requests		Budgets preparation system accommodates entering budget detail for project budget (over multiple years - up to life of project)	Y	Incode 10	Phase 1	
363	BUD	Budget Requests		System pre-populates budget entry fields with past budget version, and actual expenditures and revenues	Y	Incode 10	Phase 1	
364	BUD	Budget Requests		System used to prepare budgets for revenues and expenses	Y	Incode 10	Phase 1	
365	BUD	Budget Requests		Departments enter budget requests through system including changes/additions/deletions of positions	Y	Incode 10	Phase 1	
366	BUD	Budget Requests		Departments enter department and narrative information along with budget requests (Example: program goals, challenges, highlights of major changes, etc.)	Y	Incode 10	Phase 1	
367	BUD	Budget Requests		Departments enter budget requests through system including attaching documents	Y	Incode 10	Phase 1	
368	BUD	Budget Requests		Departments can enter notes/justification for budget requests	Y	Incode 10	Phase 1	
369	BUD	Budget Requests		Departments enter information on service level (or what is proposed for budgeted program)	Y	Incode 10	Phase 1	
370	BUD	Budget Requests		Budget requests can be grouped into decision packages (multiple line items that go together)	Y	Incode 10	Phase 1	
371	BUD	Budget Requests		Budget requests (decision packages) can be prioritized	N	Incode 10	Phase 1	



372	BUD	Budget Requests		System allow users to create different budget projections/scenarios (example: what if 5% cut)	Y	Incode 10	Phase 1	
373	BUD	Budget Requests		Users can flag one-time budget events and the system automatically removes them from the next years' budget	N	Incode 10	Phase 1	
374	BUD	Scenario Planning		Users can create multiple versions of a budget request for "what if" scenario simulation	Y	Incode 10	Phase 1	
375	BUD	Scenario Planning		System allows users to compare multiple scenarios	Y	Incode 10	Phase 1	
376	BUD	Multi-Year		System supports multi-year budgeting	N	Incode 10	Phase 1	Multiple years, but not Multi-Year.
377	BUD	Multi-Year		System supports budgeting for one year and forecasting multiple years	Y	Incode 10	Phase 1	
378	BUD	Multi-Year		Users can view multiple years of actual and budget data while preparing budget request	Y	Incode 10	Phase 1	
379	BUD	Program Budgeting		System allows users to prepare budgets by program (can be across multiple departments)	Y	Incode 10	Phase 1	As long as program is part of the account code.
380	BUD	Program Budgeting		System allows program budgets to link to strategic goals	I	Incode 10	Phase 1	
381	BUD	Program Budgeting		System tracks performance measures on each program	I	Incode 10	Phase 1	Reporting by Account Segment
382	BUD	Program Budgeting		System tracks program narrative and goals for each program	N	Incode 10	Phase 1	
383	BUD	Budget Development		Department worksheets are automatically rolled into organization-wide master budget	Y	Incode 10	Phase 1	Understanding "worksheet" references individual users submitting departmental budgets via web application.
384	BUD	Budget Development		System maintains history of multiple budget versions including requested Budget	Y	Incode 10	Phase 1	
385	BUD	Budget Development		System allows budget users to modify all department budget worksheets within allowed permissions for each user	Y	Incode 10	Phase 1	
386	BUD	Budget Development		System allows budget users to roll budget to new version	Y	Incode 10	Phase 1	
387	BUD	Budget Development		System maintains history of multiple budget versions including recommended Budget	Y	Incode 10	Phase 1	
388	BUD	Budget Development		System maintains history of multiple budget versions including adopted Budget	Y	Incode 10	Phase 1	
389	BUD	Budget Development		System maintains history of multiple budget versions including revised budget	Y	Incode 10	Phase 1	
390	BUD	Personnel Budgeting		System projects and budgets tax and benefit costs based on current regular employee salary and current benefit elections	Y	Incode 10	Phase 1	
391	BUD	Personnel Budgeting		System projects and budgets tax and benefit costs based on position salary range and default benefit elections	N	Incode 10	Phase 1	Projections are based on current employee setup/edited as needed for budget. (as below)
392	BUD	Personnel Budgeting		System allows user to propose new position in proposed budget	Y	Incode 10	Phase 1	
393	BUD	Personnel Budgeting		System provides ability to propose changing position status as part of budget development (funded - unfunded positions)	Y	Incode 10	Phase 1	
394	BUD	Personnel Budgeting		System provides ability to request new positions as part of budget process	Y	Incode 10	Phase 1	
395	BUD	Personnel Budgeting		With changes to salary amounts, system automatically adjusts any benefits/tax amounts	Y	Incode 10	Phase 1	
396	BUD	Personnel Budgeting		System allows for the cost of a position to be allocated to multiple segments of the Chart of Accounts (i.e. organizational codes, programs, projects, grants, etc.)	Y	Incode 10	Phase 1	
397	BUD	Personnel Budgeting		System provides what if forecasting for salary adjustments	Y	Incode 10	Phase 1	
398	BUD	Personnel Budgeting		System budgets salary with COLA occurring on identified date and prorate salary	Y	Incode 10	Phase 1	
399	BUD	Personnel Budgeting		System can assume step change in salary upon employee anniversary date and budget with change in salary mid year	Y	Incode 10	Phase 1	
400	BUD	Personnel Budgeting		System budget full cost for employee including all salary, benefit, and pension costs	Y	Incode 10	Phase 1	
401	BUD	Capital Budgeting		Capital budgets prepared by project or asset	N	Incode 10	Phase 1	
402	BUD	Capital Budgeting		Project/asset budgets created roll up to create department capital budget and overall capital budget plan	N	Incode 10	Phase 1	
403	BUD	Capital Budgeting		System allows individual capital project budgets created in project module to feed budget module	N	Incode 10	Phase 1	
404	BUD	Capital Budgeting		System allows for the reappropriation of funds from one fiscal year to the next for projects with capital carryover.	N	Incode 10	Phase 1	
405	BUD	Capital Budgeting		Estimated operating budget impacts can be captured at the time of project budget entry.	N	Incode 10	Phase 1	
406	BUD	Capital Budgeting		Multiple departments view project	N	Incode 10	Phase 1	
407	BUD	Capital Budgeting		System allows departments to develop replacement schedule for capital assets	N	Incode 10	Phase 1	
408	BUD	CIP		System supports developing 5 year CIP projections	N	Incode 10	Phase 1	
409	BUD	CIP		System connects individual projects to City priority	N	Incode 10	Phase 1	
410	BUD	CIP		Identify funding source by fund/department on projects	Y	Incode 10	Phase 1	
411	BUD	CIP		Identify all funding source for project	Y	Incode 10	Phase 1	
412	BUD	CIP		System provides asset replacement schedules	N	Incode 10	Phase 1	
413	BUD	CIP		System identifies any new assets required for service	N	Incode 10	Phase 1	
414	POS	Position Structure		All positions are tied to job classification	Y	Incode 10	Phase 1	
415	POS	Position Structure		System allows multiple positions in each job classification	Y	Incode 10	Phase 1	

416	POS	Position Structure		Each position identified by unique position control number	Y	Incude 10	Phase 1	
417	POS	Position Structure		Positions tied to funding source / chart of account information	Y	Incude 10	Phase 1	
418	POS	Position Structure		Positions identify FTE and headcount limit	Y	Incude 10	Phase 1	
419	POS	Position Structure		System allows split funded position (funded from multiple accounts/departments/programs)	Y	Incude 10	Phase 1	
420	POS	Position Structure		System stores default schedule for each position / job classification	Y	Incude 10	Phase 1	
421	POS	Position Structure		Security permission tied to position / role	Y	Incude 10	Phase 1	Security Role
422	POS	Position Structure		Security permission default based on position	N	Incude 10	Phase 1	
423	POS	Position Control		System requires each regular employee to be placed in a position	Y	Incude 10	Phase 1	
424	POS	Position Control		One employee can have multiple positions	Y	Incude 10	Phase 1	
425	POS	Position Control		Multiple employees can share a single position	Y	Incude 10	Phase 1	
426	POS	Position Control		System can set FTE limit for position (not always 1)	Y	Incude 10	Phase 1	
427	POS	Position Control		System prevents FTE limit from being exceeded without proper approval	Y	Incude 10	Phase 1	
428	POS	Position Control		System prevents headcount limit from being exceeded without proper approval	Y	Incude 10	Phase 1	
429	POS	Position Control		System tracks special assignment (within position) - time limits on special assignment	N	Incude 10	Phase 1	
430	POS	Position Structure		System allows for position reclassification (moving position to different classification)	Y	Incude 10	Phase 1	
431	POS	Position Structure		System tracks job classification assigned to each position and history of job classification assigned to each position as well as incumbent history for the position.	Y	Incude 10	Phase 1	
432	POS	Position Structure		System provides for online request for re-classification	Y	Incude 10	Phase 1	PAR
433	POS	Position Structure		System supports workflow approach for new and re-classifications	Y	Incude 10	Phase 1	PAR
434	POS	Position Structure		New Positions and re-classifications are effective dated	Y	Incude 10	Phase 1	
435	POS	Position Structure		System identified supervisor for position	Y	Incude 10	Phase 1	
436	POS	Position Structure		System shows org-chart with current incumbent	N	Incude 10	Phase 1	
437	POS	Position Structure		The system is able to track revisions to Job Description	Y	Incude 10	Phase 1	
438	POS	Position Structure		Job can be created and moved through multiple statuses	N	Incude 10	Phase 1	
439	POS	Position Structure		Job can be kept un-published until approval is received	N	Incude 10	Phase 1	
440	POS	Position Structure		A Job can be defined with its competences	Y-ND	Incude 10	Phase 1	Applicant Tracking
441	POS	Position Structure		The system can generate Personnel Action based on change in specific Position attributes	I	Incude 10	Phase 1	Need an example
442	POS	Position Structure		The system can trigger Personnel Actions based on changes in Position attributes	N	Incude 10	Phase 1	
443	POS	Position Structure		The system can maintain draft/alternate Organizational structures in different statuses and can be published to revise the existing structures	N	Incude 10	Phase 1	
444	HR	Employee Master		Employee file for each employee stored in the system and available to users based on security access	Y	Incude 10	Phase 1	
445	HR	Employee Master		Security access to employee file set on individual components of the employee file	Y	Incude 10	Phase 1	
446	HR	Employee Master		System allows documents to be scanned and attached to employee records	Y	Incude 10	Phase 1	
447	HR	Employee Master		System records equipment issued to each employee such as items that would need to be returned upon termination	Y	Incude 10	Phase 1	
448	HR	Employee Master		System records equipment issued to each employee such as items that have been issued to employee (example: uniform)	Y	Incude 10	Phase 1	
449	HR	Employee Master		Track City retirees	Y	Incude 10	Phase 1	
450	HR	Certifications		System tracks employee certifications	Y	Incude 10	Phase 1	
451	HR	Certifications		System notifies employee, supervisor, other of expiring certifications	Y	Incude 10	Phase 1	
452	HR	Certifications		System tracks ongoing certification compliance (training credits/CEUs)	Y	Incude 10	Phase 1	
453	HR	Certifications		Track required training based on job classifications	Y	Incude 10	Phase 1	
454	HR	Personnel Actions	Workflow	Departments enter personnel actions directly into the system for workflow approval	Y	Incude 10	Phase 1	PAR
455	HR	Personnel Actions	Workflow	Each personnel action type can have different workflow approval type	Y	Incude 10	Phase 1	
456	HR	Personnel Actions		System effective dates employee transactions (example: add employee, remove employee, promote, etc.)	Y	Incude 10	Phase 1	Smart Cards
457	HR	Personnel Actions		All personnel actions can be effective dated forward or backward	Y	Incude 10	Phase 1	Smart Cards
458	HR	Personnel Actions		System maintains history of all personnel actions including maintaining all attachments for individual personnel actions.	Y	Incude 10	Phase 1	
459	HR	Personnel Actions		System allows identifying sequencing for multiple personnel actions that occur on same day, including multiple changes to salary (example: provide % COLA first, and then \$.50 per hour merit increase)	N	Incude 10	Phase 1	
460	HR	Personnel Actions	Workflow	Upon approval of the personnel action and effective date reached, changes are automatically made to the employee record.	N	Incude 10	Phase 1	
461	HR	Personnel Actions		For personnel actions that require notification to be sent to third party (benefit changes, name change, etc.), system provides notification.	Y	Incude 10	Phase 1	Data Export
462	HR	Personnel Actions		System allows personnel actions and salary changes at any date (mid pay period) and prorates changes correctly.	Y	Incude 10	Phase 1	Depends on setup
463	HR	New Hire		System initiates new hire personnel action	Y-ND	Incude 10	Phase 1	Applicant Tracking

464	HR	New Hire		System provides new hire check list which includes notification of various City departments of pending tasks (example: IT for network access, Facilities for prox, benefits for benefit packet, etc)	Y-ND	Incode 10	Phase 1	Applicant Tracking. We do not offer notifications.
465	HR	New Hire		System initiates new hire checklist	Y-ND	Incode 10	Phase 1	Applicant Tracking
466	HR	New Hire		System tracks completion of important tasks in hiring process (on boarding checklist).	Y	Incode 10	Phase 1	
467	HR	New Hire		System tracks different checklist based on job classification	Y	Incode 10	Phase 1	
468	HR	New Hire		System tracks dates for items in checklist	I	Incode 10	Phase 1	Need more information: effective dates, dates checklist items completed, dates items must be completed before, etc.?
469	HR	New Hire		System tracks different checklist based on department/division	Y	Incode 10	Phase 1	
470	HR	New Hire		System provides online onboarding experience for new employees	Y	Incode 10	Phase 1	
471	HR	New Hire		Provides self-service for initial enrollment in benefits	Y	Incode 10	Phase 1	
472	HR	New Hire		Provides self-service for on-line completion and auto processing of W-4 form to payroll.	Y	Incode 10	Phase 1	
473	HR	New Hire		Provides self-service for on-line completion of direct deposit for payroll	Y	Incode 10	Phase 1	
474	HR	Performance Evaluation		System allows information to be entered into performance evaluation forms online	N	Incode 10	Phase 1	
475	HR	Performance Evaluation		System to build in due dates when evaluations are to be completed	Y	Incode 10	Phase 1	
476	HR	Performance Evaluation		Personnel evaluation dates set at anniversary of hire date, promotion date.	N	Incode 10	Phase 1	
477	HR	Performance Evaluation		Personnel evaluations done at six months for new hires	N	Incode 10	Phase 1	
478	HR	Performance Evaluation		System notifies employee, supervisor and other department staff (example: department head, HR) of upcoming evaluation	Y	Incode 10	Phase 1	Smart Cards
479	HR	Performance Evaluation		Personnel evaluations track goals for management staff	Y	Incode 10	Phase 1	you can track anything you want
480	HR	Performance Evaluation		Personnel actions evaluation employees against unique goals	Y	Incode 10	Phase 1	you can track anything you want
481	HR	Performance Evaluation		System notifies employee, supervisor and HR of late evaluation	Y	Incode 10	Phase 1	Smart Cards
482	HR	Performance Evaluation		System allows employee to make notes on evaluation form prior to evaluation	N	Incode 10	Phase 1	
483	HR	Performance Evaluation		System stores multiple evaluation forms based on position, departments, and job	N	Incode 10	Phase 1	
484	HR	Performance Evaluation		System can link performance evaluation to personnel action (such as merit increase)	N	Incode 10	Phase 1	
485	HR	Performance Evaluation		System provides scoring for personnel action questions	N	Incode 10	Phase 1	
486	HR	Performance Evaluation		System's performance evaluations are electronically routed to the appropriate users for approval via workflow and electronic signature.	N	Incode 10	Phase 1	
487	BEN	Benefit Eligibility		System tracks available benefit plans and which employee job classification (and status) are available for each	N	Incode 10	Phase 1	
488	BEN	Benefit Eligibility		System automatically determines employee eligibility by employee status (full time vs. not full time)	Y	Incode 10	Phase 1	
489	BEN	Benefit Eligibility		System automatically determines employee eligibility by work group (one bargaining unit may be in different plan)	Y	Incode 10	Phase 1	
490	BEN	Benefit Eligibility		System places employee in default benefit based on-work group	Y	Incode 10	Phase 1	option for Position
491	BEN	Benefit Eligibility		When employee changes positions, system prompts users for any change in benefit eligibility	N	Incode 10	Phase 1	
492	BEN	Benefit Set Up		System maintains multiple benefit plans	Y	Incode 10	Phase 1	
493	BEN	Benefit Set Up		Benefit premium amount differs by job classification/bargaining unit/work group	Y	Incode 10	Phase 1	Different deductions or tiers will need to be defined. They can then be attached to the position groups and defaulted for new employees.
494	BEN	Benefit Set Up		System tracks benefits and manages payroll deductions for benefits for employees	Y	Incode 10	Phase 1	
495	BEN	Benefit Set Up		Enrolling employee in benefit plan automatically sets payroll deductions	Y	Incode 10	Phase 1	
496	BEN	Benefit Set Up		Benefit premium amount differs by employee election (tiers)	Y	Incode 10	Phase 1	
497	BEN	Enrollment		Creation of Hire/Rehire action is able to open New Hire Enrollment in Self Service for a pre-determined period of time.	N	Incode 10	Phase 1	
498	BEN	Enrollment		System manages employee dependents	Y	Incode 10	Phase 1	
499	BEN	Enrollment		System tracks history of all dependents changes	Y	Incode 10	Phase 1	
500	BEN	Enrollment		Employees provided set amount for benefits based on job classification / employee group	Y	Incode 10	Phase 1	
501	BEN	Enrollment		Some benefits are required (others optional)	Y	Incode 10	Phase 1	
502	BEN	Enrollment		City employees opting out of some benefits (health) receive cash payment	Y	Incode 10	Phase 1	
503	BEN	Deductions		Benefit deductions to occur for each pay period	Y	Incode 10	Phase 1	
504	BEN	Deductions		Benefit deductions to occur for 1st pay period of the month	Y	Incode 10	Phase 1	
505	BEN	Deductions		Benefit deductions to occur for 2nd pay period of the month	Y	Incode 10	Phase 1	
506	BEN	Deductions		Benefit deductions to occur for 3rd pay period of the month	Y	Incode 10	Phase 1	

507	BEN	Deductions		Benefit deductions to occur for off cycle pay cycles	Y	Incode 10	Phase 1	
508	BEN	Deductions		System allows user to select each period individually (example: 1st and 2nd of month, but not 3rd.)	Y	Incode 10	Phase 1	
509	BEN	Deductions		System deducts employer paid amount and transfers funds to internal service funds	Y	Incode 10	Phase 1	
510	BEN	Deductions		Deduction rate can be set as a flat amount	Y	Incode 10	Phase 1	
511	BEN	Deductions		Deduction amount/rate can be set as a percentage of eligible pay (not all pay code types would be eligible)	Y	Incode 10	Phase 1	
512	BEN	Deductions		System tracks maximum deduction amounts and tracks deduction totals against maximum allowed per pay period	Y	Incode 10	Phase 1	
513	BEN	Deductions		System tracks maximum deduction amounts and tracks deduction totals against maximum allowed per year	Y	Incode 10	Phase 1	
514	BEN	Deductions		System tracks accumulated payments across multiple plans when comparing against a maximum amount	N	Incode 10	Phase 1	
515	BEN	Deductions		System tracks limit to deductions by year (System automatically stops taking deduction after limit is reached)	Y	Incode 10	Phase 1	
516	BEN	Deductions		System will provide invoice to employees with deductions and garnishments greater than compensation	N	Incode 10	Phase 1	
517	BEN	Deductions		System will alert and track for employees with net pay less than benefit deductions	Y	Incode 10	Phase 1	
518	BEN	Deductions		Deductions and garnishments can be prioritized	Y	Incode 10	Phase 1	
519	BEN	Deductions		System prepares payment to third party for all deductions that were collected	Y	Incode 10	Phase 1	
520	BEN	Benefit Plan Administration		System allows all changes to benefit plans, rates, and eligibility be made through effective dating	Y	Incode 10	Phase 1	
521	BEN	Benefit Plan Administration		System allows changes in premium amounts to be made with effective dating	Y	Incode 10	Phase 1	
522	BEN	Benefit Plan Administration		System track history of benefit elections	Y	Incode 10	Phase 1	
523	BEN	COBRA		System generates COBRA notification letter	Y	Incode 10	Phase 1	
524	BEN	Benefit Plan Administration	Interface	System provides interface to update benefit carriers of change in enrollment, status, dependents, or other required information	Y	Incode 10	Phase 1	Data Export
525	BEN	Benefit Plan Administration		System provides benefit reconciliation to compare provider billing to deductions	N	Incode 10	Phase 1	
526	BEN	Benefit Plan Administration		Move employee to new classification, identify which no longer apply.	N	Incode 10	Phase 1	
527	BEN	Benefit Plan Administration		City provides cash amount to be used towards benefits.	I	Incode 10	Phase 1	Need Example
528	BEN	Self Service		System allows web portal for employees to select benefit options for initial and open enrollment, including the option to waive coverage	Y	Incode 10	Phase 1	
529	BEN	Self Service		System provides web portal for employees to update benefit elections for qualifying life events	Y	Incode 10	Phase 1	
530	BEN	Self Service		System determines employee eligibility and only offers eligible benefit packages to employees through self service	Y	Incode 10	Phase 1	
531	BEN	Self Service		Open enrollment indicates employee's current selection (for previous year)	Y	Incode 10	Phase 1	
532	BEN	Self Service		Employees using self-service for open enrollment can re-select all benefit elections	Y	Incode 10	Phase 1	
533	BEN	Self Service		Employees using self-service for open enrollment can confirm existing benefit elections (selections from previous year are carried over)	Y	Incode 10	Phase 1	Re-Select them
534	BEN	Self Service		Employees not entering self-service for open enrollment have previous selections applied to next year	Y	Incode 10	Phase 1	
535	BEN	Self Service		System identifies employees that have not yet re-enrolled and provides notification to RISK and/or employee	Y	Incode 10	Phase 1	
536	BEN	Self Service		Employees can make changes to dependents through self-service.	Y	Incode 10	Phase 1	
537	BEN	Self Service	Workflow	Any benefit changes made through self-service are routed through workflow for approval	Y	Incode 10	Phase 1	
538	BEN	Self Service		Employees are able to attach documentation if necessary to benefit elections, dependent information, or qualifying life events (example: birth certificate), including documentation if Waiving coverage	N	Incode 10	Phase 1	
539	BEN	Self Service		System provides self-service payroll calcluate to allow users to see impact of changing deduction amount	Y	Incode 10	Phase 1	
540	BEN	Self Service	Workflow	Notification / confirmation email sent to employee for benefit changes	N	Incode 10	Phase 1	
541	PAY	Salary Administration		System supports step (longevity) and grade (job classification/type) salary structure	Y	Incode 10	Phase 1	
542	PAY	Salary Administration		System supports salary range (employee salary falls between min and max)	Y	Incode 10	Phase 1	
543	PAY	Salary Administration		Changes to employee salary made by effective dating and can occur at any day of the pay period (system prorates changes)	N	Incode 10	Phase 1	Currently for Pay Schedules only
544	PAY	Salary Administration		System supports mass change for COLA on step grade and/or salary ranges	Y	Incode 10	Phase 1	
545	PAY	Salary Administration		Changes to salary tables made through effective dating	Y	Incode 10	Phase 1	Pay Schedules
546	PAY	Salary Administration		System identifies employees working out of class and applies out of class rate (rate is same as higher class)	N	Incode 10	Phase 1	
547	PAY	Salary		System notifies of approaching anniversary date	Y	Incode 10	Phase 1	Smart Cards
548	TE	Time Entry		Employees can enter time in system by punch-in, punch-out	Y	Incode 10	Phase 1	
549	TE	Time Entry		Employees can enter time in system by exception based hours entry (against pre-defined schedule)	Y	Incode 10	Phase 1	Templates

550	TE	Time Entry		Employees can enter time in system by hours worked per day	Y	Incode 10	Phase 1	
551	TE	Time Entry		Employees can enter time for regular hours (default allocation)	Y	Incode 10	Phase 1	
552	TE	Time Entry		System stores default schedule for each position/job classification.	Y	Incode 10	Phase 1	Default hours in a day/ payroll/ year
553	TE	Time Entry		System allows for multiple unique schedules (4/10, 5/40, 9/80)	Y	Incode 10	Phase 1	
554	TE	Time Entry		Employees can enter time for projects by overriding the default earnings distribution	Y	Incode 10	Phase 1	
555	TE	Time Entry		System allows for time entry on mobile device	Y	Incode 10	Phase 1	
556	TE	Time Entry		Ability to pay employees different pay rates during one day, week, and pay period	Y	Incode 10	Phase 1	Depends on setup
557	TE	Time Entry		Employees in multiple positions can enter time against each position	Y	Incode 10	Phase 1	
558	TE	Time Sheet Approval	Workflow	System provides workflow for review and approval of timesheets with ability to activate notifications.	Y	Incode 10	Phase 1	
559	TE	Time Sheet Approval	Workflow	Allow for supervisory approval of time on a pay period basis	Y	Incode 10	Phase 1	
560	TE	Time Sheet Approval	Workflow	System supports multiple approvals for timesheets or individual timesheet	Y	Incode 10	Phase 1	
561	TE	Time Sheet Approval	Workflow	System allows for the workflow approval of vacation or requests of time off	Y	Incode 10	Phase 1	
562	TE	Time Sheet Approval	Workflow	For employees in multiple positions, timesheet is route to supervisor of each position	Y	Incode 10	Phase 1	
563	TE	Time Sheet Validation		Business rules in timesheet automatically apply correct: Shift differential (if 50% of shift is worked in shift then whole shift gets the rate. If not, it is the proportion of the shift that gets the rate).	N	Incode 10	Phase 1	
564	TE	Time Sheet Validation		Business rules in timesheet automatically apply correct overtime based on hours worked and other qualifying hours per period (defined by business rules)	Y	Incode 10	Phase 1	
565	TE	Time Sheet Validation		Business rules in timesheet automatically apply correct shift differential based on time of day worked	N	Incode 10	Phase 1	
566	TE	Time Sheet Validation		Overtime rules can identify type of hours to track for overtime calculation (hours worked, all hours (work and leave)	Y	Incode 10	Phase 1	
567	TE	Time Sheet Validation		Business rules for timesheets can vary by employee type, earnings program, and/or work group	Y	Incode 10	Phase 1	
568	TE	Time Sheet Validation		System alerts if employees have recorded zero hours	Y	Incode 10	Phase 1	
569	TE	Time Sheet Validation		System compares FLSA OT vs. MOU OT and pays employee greater of two	N	Incode 10	Phase 1	
570	TE	Time Sheet Approval		System provides approver the ability to track the status of timesheets of employees that report to the approver.	Y	Incode 10	Phase 1	
571	PAY	Payroll Processing		Payroll process bi-weekly	Y	Incode 10	Phase 1	
572	PAY	Payroll Processing		System will process pay for one employee with multiple jobs and employee will receive one paycheck	Y	Incode 10	Phase 1	
573	PAY	Payroll Processing		System will run pay, deduction, withheld taxes, and net pay calculations as a "proof" run for review prior to final pay run.	Y	Incode 10	Phase 1	
574	PAY	Payroll Processing		System will cut special or immediate (on-demand) checks.	Y	Incode 10	Phase 1	
575	PAY	Payroll Processing		System allows posting new adjustments/corrections for a prior period for tax reporting (overrides)	Y	Incode 10	Phase 1	
576	PAY	Garnishments		System records garnishments on employee and can accommodate multiple garnishments with priority order	Y	Incode 10	Phase 1	
577	PAY	Garnishments		Garnishments calculated as percentage of disposable income	Y	Incode 10	Phase 1	
578	PAY	Garnishments		Garnishments withheld and paid to appropriate agency/organization through accounts payable (integration between garnishment and accounts payable)	Y	Incode 10	Phase 1	
579	PAY	Special Pay		System supports rates for special pays, shift differentials, and other add to pays	Y	Incode 10	Phase 1	
580	PAY	Special Pay		System calculates add-to-pays and special pay amounts every pay period	Y	Incode 10	Phase 1	
581	PAY	Special Pay		Special pay/add-to-pay is calculated as flat amount	Y	Incode 10	Phase 1	
582	PAY	Special Pay		Special pay/add-to-pay is calculated as an hourly amount.	Y	Incode 10	Phase 1	
583	PAY	Special Pay		Special pay/add-to-pay is calculated as percentage of eligible pay (identify eligible pay for each special pay by pay code)	Y	Incode 10	Phase 1	
584	PAY	Special Pay		Add to pays included in overtime calculation	Y	Incode 10	Phase 1	
585	PAY	Special Pay		System automatically applies imputed income for employees receiving non-cash benefits	Y	Incode 10	Phase 1	
586	PAY	Special Pay		System identifies pensionable earnings vs. non-pensionable earnings.	Y	Incode 10	Phase 1	
587	PAY	Leave Accruals		System tracks multiple types of leave for each employee	Y	Incode 10	Phase 1	
588	PAY	Leave Accruals		Leave eligibility determined by bargaining unit and state and federal law	N	Incode 10	Phase 1	
589	PAY	Leave Accruals		Leave can be earned as accrual rate	Y	Incode 10	Phase 1	
590	PAY	Leave Accruals		Leave can be provided by City to employees at set time (example: leave hours for year provided at beginning of year)	Y	Incode 10	Phase 1	
591	PAY	Leave Accruals		Accrual rate based on pay period	Y	Incode 10	Phase 1	
592	PAY	Leave Accruals		Accrual rate based on scheduled hours	Y	Incode 10	Phase 1	*Hours worked
593	PAY	Leave Accruals		Accrual rate based on eligible hours (vacation, sick, leave, worked, etc.)	Y	Incode 10	Phase 1	
594	PAY	Leave Accruals		System tracks comp time for employees	Y	Incode 10	Phase 1	
595	PAY	Leave Accruals		Leave balances can be set to roll over depending on leave type at end of anniversary year	Y	Incode 10	Phase 1	

596	PAY	Leave Accruals		Leave balances can be set to roll over depending on leave type at end of calendar year	Y	Incode 10	Phase 1	
597	PAY	Leave Accruals		Leave balances can be set to roll over depending on leave type at end of specified date	Y	Incode 10	Phase 1	
598	PAY	Leave Accruals		Leave balances can be set to not roll over depending on leave type at end of anniversary year	Y	Incode 10	Phase 1	
599	PAY	Leave Accruals		Leave balances can be set to not roll over depending on leave type at end of calendar year	Y	Incode 10	Phase 1	
600	PAY	Leave Accruals		Leave balances can be set to not roll over depending on leave type at end of specified date	Y	Incode 10	Phase 1	
601	PAY	Leave Accruals		Balances can be capped at maximum amount at any time	Y	Incode 10	Phase 1	
602	PAY	Leave Accruals		Balances can be capped at fixed amount	Y	Incode 10	Phase 1	
603	PAY	Leave Accruals		All leave balances are printed on pay stub	Y	Incode 10	Phase 1	
604	PAY	Leave Accruals		System allows user to have negative leave balance	Y	Incode 10	Phase 1	
605	PAY	Leave Accruals		System allows employees to take leave the period it was earned.	Y	Incode 10	Phase 1	
606	PAY	FMLA		System tracks FMLA on rolling 12 month calendar	Y-ND	Incode 10	Phase 1	
607	PAY	FMLA		System accommodates forward and backward rolling calendars	Y-ND	Incode 10	Phase 1	
608	PAY	FMLA		System tracks multiple leave periods (multiple FMLA and OFLA periods within rolling calendar)	Y-ND	Incode 10	Phase 1	
609	PAY	FMLA		System allows employees to take FMLA/CFRA leave and sick leave (or other leave type) at the same time	Y	Incode 10	Phase 1	
610	PAY	FMLA		System tracks FMLA/CFRA leave taken intermittently (example: FMLA leave taken every other day of leave period)	Y	Incode 10	Phase 1	
611	PAY	FMLA		System provides workflow for notification and approval of FMLA leave	Y	Incode 10	Phase 1	PARS
612	PAY	Risk		System calculates and pays employees earning workers comp benefit the "make whole" difference to salary	I	Incode 10	Phase 1	
613	PAY	Self Service		Employees can use self service to view compensation package	Y	Incode 10	Phase 1	
614	PAY	Self Service		Employees can use self service to view W-2, including history	Y	Incode 10	Phase 1	
615	PAY	Self Service		Employees can use self-service to view W-4	Y	Incode 10	Phase 1	
616	PAY	Self Service		System meets federal and state requirements for accepting online W-4. System must support state withholding	Y	Incode 10	Phase 1	
617	PAY	Self Service		Employees can use self-service to view pay stub	Y	Incode 10	Phase 1	
618	PAY	Self Service		Employees can use self-service to view pay history	Y	Incode 10	Phase 1	
619	PAY	Self Service		Employees can use self-service to view leave balances	Y	Incode 10	Phase 1	
620	PAY	Self Service		Provides self-service for on-line completion or update of direct deposit for payroll	Y	Incode 10	Phase 1	
621	PAY	Self Service	Workflow	All changes made by employees via the self-service module are routed to the appropriate approver/supervisor for review and approval via workflow before the change is posted.	Y	Incode 10	Phase 1	
622	PAY	Retro Pay		Retro pay calculation used to back date and correct for personnel actions	Y	Incode 10	Phase 1	
623	PAY	Retro Pay		Retro pay calculation used to back date and correct for salary step/grade changes	Y	Incode 10	Phase 1	
624	PAY	Retro Pay		Retro pay calculation used to back date and correct for corrections to errors	Y	Incode 10	Phase 1	
625	PAY	Retro Pay		Retro pay calculation used to back date and correct for changes to timesheet	Y	Incode 10	Phase 1	
626	PAY	Retro Pay		Retro pay calculation used to back date and correct for back pay	Y	Incode 10	Phase 1	
627	PAY	Retro Pay		Retro pay will automatically correct salary amounts	Y	Incode 10	Phase 1	
628	PAY	Retro Pay		Retro pay will automatically correct tax deductions (additional income tax withheld)	Y	Incode 10	Phase 1	
629	PAY	Retro Pay		Retro pay will calculate benefit deductions	Y	Incode 10	Phase 1	
630	PAY	Retro Pay		Retro pay will calculate garnishments	Y	Incode 10	Phase 1	
631	PAY	Retro Pay		Retro pay will automatically correct FLSA Calculations (Overtime)	Y	Incode 10	Phase 1	
632	PAY	Retro Pay		Retro pay will automatically correct leave balances	Y	Incode 10	Phase 1	
633	PAY	Retro Pay		System will retain previous salary and hours and days worked data and effective dates for use when calculating retroactive pay adjustments	Y	Incode 10	Phase 1	
634	PAY	Payroll Reporting		System generates pension earnings and deductions report	Y	Incode 10	Phase 1	
635	PAY	End of Year Process	Reports	System will produce W-2s (and to reprint single W-2)	Y	Incode 10	Phase 1	
636	PAY	End of Year Process	Reports	System will store W-2s	Y	Incode 10	Phase 1	
637	PAY	End of Year Process	Reports	System will produce quarterly Form 941 report (IRS)	Y	Incode 10	Phase 1	
638	PAY	End of Year Process	Reports	System will produce amended W-2 for multiple years	Y	Incode 10	Phase 1	
639	PAY	End of Year Process	Reports	System will produce a report showing FICA wages, by individual, W-2 Plan, and in total	Y	Incode 10	Phase 1	
640	PAY	End of Year Process	Interface	System produces electronic files for social security and IRS	Y	Incode 10	Phase 1	
641	PAY	Payroll Processing	Reports	System provides required payroll file for upload to KPERS web portal for each payroll	Y	Incode 10	Phase 1	

**Attachment 11: Functional Requirements**

**Column F: Available Responses**

Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion

Req #	Function	Process	Step	Requirement	Response	Module / System	Phase for Go Live	Comment
1	UB	Customer Account		System tracks customer information for multiple accounts	Y	Incode 10	Phase 2	
2	UB	Customer Account		System tracks customer owning multiple properties	Y	Incode 10	Phase 2	
3	UB	Customer Account		System tracks history of customer	Y	Incode 10	Phase 2	
4	UB	Customer Account		System tracks history of location	Y	Incode 10	Phase 2	
5	UB	Customer Account		System tracks deposit for service on customer	Y	Incode 10	Phase 2	
6	UB	Customer Account		System refunds deposit upon closing account or meeting other criteria, such as number of months with no late payments.	Y	Incode 10	Phase 2	
7	UB	Customer Account		System supports transfer of service where one account is closed and another opened without loss of data on customer history	Y	Incode 10	Phase 2	
8	UB	Customer Account		System maintains alternate address for customers	Y	Incode 10	Phase 2	
9	UB	Customer Account		System identifies time period to send bill to alternate address	N	Incode 10	Phase 2	
10	UB	Customer Account		System identifies customer billing address	Y	Incode 10	Phase 2	
11	UB	Customer Account		System allows user to search for account by name	Y	Incode 10	Phase 2	
12	UB	Customer Account		System allows user to search for account by address	Y	Incode 10	Phase 2	
13	UB	Customer Account		System allows user to search for account by phone number	Y	Incode 10	Phase 2	
14	UB	Customer Account		System allows user to search for account by email	Y	Incode 10	Phase 2	
15	UB	Customer Account		System allows user to search for account by meter number	Y	Incode 10	Phase 2	
16	UB	Customer Account		System allows user to search for account by account number	Y	Incode 10	Phase 2	
17	UB	Customer Account		System provides flags or notes on customer records for delinquent payments	Y	Incode 10	Phase 2	
18	UB	Customer Account		System tracks deposit for service	Y	Incode 10	Phase 2	
19	UB	Customer Account		System refunds deposit upon closing account with interest	Y	Incode 10	Phase 2	
20	UB	Customer Account		System refunds deposit upon closing account without interest	Y	Incode 10	Phase 2	
21	UB	Customer Account		System supports transfer of service where one account is closed and another opened without loss of data on customer history	Y	Incode 10	Phase 2	
22	UB	Account Information		System tracks account for each service at each location	Y	Incode 10	Phase 2	
23	UB	Account Information		Accounts support multiple service types	Y	Incode 10	Phase 2	
24	UB	Account Information		Accounts linked to customer	Y	Incode 10	Phase 2	
25	UB	Account Information		System creates parent/child relationship with accounts/customers (landlord/tenant)	Y	Incode 10	Phase 2	Parcel/ Service Address/ Account Contact/ Occupant
26	UB	Account Information		System tracks deposition for service on account	I	Incode 10	Phase 2	Unsure what is meant by "Deposition"
27	UB	Account Information		System tracks inactive accounts, e.g. property in development phase	Y	Incode 10	Phase 2	
28	UB	Account Information		System allows for creation of user-defined fields	Y	Incode 10	Phase 2	
29	UB	Location Information		System tracks history of all accounts at location	Y	Incode 10	Phase 2	
30	UB	Location Information		Interface with ESRI for City's meter files	Y*	Incode 10	Phase 2	System can export information to ESRI
31	UB	Location Information		Location linked to Johnson County's GIS for parcel/property data	Y*	Incode 10	Phase 2	System can export information to ESRI
32	UB	Location Information		Location stores service availability information	I	Incode 10	Phase 2	
33	UB	Location Information		System can have multiple locations for each master location (parent/child) (e.g., apartments in larger building)	Y	Incode 10	Phase 2	
34	Meter Readings		Interface	System updates customer account with AMI reads from Neptune meter system	Y	Incode 10	Phase 2	
35	UB	Meter Readings		System tracks meter reading history by location	Y	Incode 10	Phase 2	
36	UB	Meter Readings		System tracks meter reading history by customer	Y	Incode 10	Phase 2	
37	UB	Meter Readings		System tracks meter readings for vacant properties	Y	Incode 10	Phase 2	
38	UB	General Billing		System allows users to create and edit annual billing calendar	N	Incode 10	Phase 2	
39	UB	General Billing		System maintains multiple rate tables that can determine charges by type of service	Y	Incode 10	Phase 2	
40	UB	General Billing		System maintains multiple rate tables that can determine charges by type of customer (residential / commercial)	Y	Incode 10	Phase 2	
41	UB	General Billing		System maintains multiple rate tables that can determine charges by consumption	Y	Incode 10	Phase 2	
42	UB	General Billing		System maintains multiple rate tables that can set flat fee charges	Y	Incode 10	Phase 2	
43	UB	General Billing		System maintains multiple rate tables that can set as a percentage	Y	Incode 10	Phase 2	
44	UB	General Billing		Rate tables can be set to tiered rate tables	Y	Incode 10	Phase 2	
45	UB	General Billing		Rate tables can be set to consumption charged one rate depending on total usage	Y	Incode 10	Phase 2	
46	UB	General Billing		Rate tables can be set to flat fee (service charge, e.g. backflow testing, after hour turn ons/turn offs, etc.)	Y	Incode 10	Phase 2	
47	UB	General Billing		Tables can accommodate negative rates	Y	Incode 10	Phase 2	
48	UB	General Billing		System can apply fee to customers by group or user-defined attribute, e.g. located in pressure zone	Y	Incode 10	Phase 2	
49	UB	General Billing		System provides option to consolidate all accounts for customer on one bill	Y	Incode 10	Phase 2	
50	UB	General Billing		System provide bills monthly for customers	Y	Incode 10	Phase 2	
51	UB	General Billing		System generates bills on multiple billing cycles	Y	Incode 10	Phase 2	
52	UB	General Billing		System generates bill on off cycles (movable meters that are rented)	Y	Incode 10	Phase 2	

53	UB	General Billing		System generates bills in pdf format	Y	Incodel 10	Phase 2	
54	UB	General Billing		System has option to determine who receives bills (tenant, landlord)	Y	Incodel 10	Phase 2	
55	UB	General Billing		System generates bill to multiple recipients (tenant gets bill, landlord gets notice)	Y	Incodel 10	Phase 2	
56	UB	General Billing		System supports budget billing (smoothing bill amount based on annual average)	Y	Incodel 10	Phase 2	
57	UB	General Billing		System supports electronic billing (email copy of bill to customer)	Y	Incodel 10	Phase 2	
58	UB	General Billing		System supports electronic billing (customer access bill from online portal)	Y	Incodel 10	Phase 2	
59	UB	General Billing		System supports estimated billing (monthly billing with bi-monthly meter read)	Y	Incodel 10	Phase 2	
60	UB	General Billing		System provides option to consolidate some of accounts on single bill while providing separate bills for others	Y	Incodel 10	Phase 2	
61	UB	General Billing		System prints bill with consumption amount	Y	Incodel 10	Phase 2	
62	UB	General Billing		System prints bill with graphical display of usage	Y	Incodel 10	Phase 2	
63	UB	General Billing		System prints bill with notes / Special Instructions to Customer	N	Incodel 10	Phase 2	Individual bill comments are not supported. Bill comments can be added to entire bill run.
64	UB	General Billing		System generates files for a third-party bill printer.	Y	Incodel 10	Phase 2	
65	UB	General Billing		System allows City to adjust bill without vendor involvement	Y	Incodel 10	Phase 2	
66	UB	Collections		System provides mail merge templates that use system information to generate customer letters	Y	Incodel 10	Phase 2	
67	UB	Collections		System automatically applies late penalties to any overdue payments	Y	Incodel 10	Phase 2	
68	UB	Collections		System generates reminder notices for late payments	Y	Incodel 10	Phase 2	
69	UB	Collections		System provides statement with all outstanding payments and late charges	Y	Incodel 10	Phase 2	
70	UB	Collections		System supports budget billing where annual estimated charges are identified and bills are equalized across months	Y	Incodel 10	Phase 2	
71	UB	Collections		System will automatically maintain a reserve account for level billing enrollees	Y	Incodel 10	Phase 2	
72	UB	Collections		System generates statement with outstanding charges, penalties/interest	Y	Incodel 10	Phase 2	
73	UB	Collections		System generates statements with consumption history	Y	Incodel 10	Phase 2	
74	UB	Collections		System generates statement with collection / turn off notices	Y	Incodel 10	Phase 2	
75	UB	Water Billing		Water billed by consumption using tiered rate structure by type of customer	Y	Incodel 10	Phase 2	
76	UB	Water Billing		Water billed by consumption using tiered rate structure by meter size	Y	Incodel 10	Phase 2	
77	UB	Water Billing		System accommodates meter reads with different units (some meter read in CCF, others in gallons)	Y	Incodel 10	Phase 2	
78	UB	Water Billing		Water billing rates have minimum charge with allowable usage	Y	Incodel 10	Phase 2	
79	UB	Water Billing		System will combine multiple meters for one account	Y	Incodel 10	Phase 2	
80	UB	Water Billing		System supports deduct metering	Y	Incodel 10	Phase 2	
81	UB	Account Close		Calculates final bills during any cycle, based on the internal system issuance of a turn-off service order, or closing/transfer of a customer account.	Y	Incodel 10	Phase 2	
82	UB	Account Close		System permits off-cycle billing for accounts that have been disconnected in order to get final bills to customer's sooner	Y	Incodel 10	Phase 2	
83	UB	Account Close		System applies deposit amount to final bill	Y	Incodel 10	Phase 2	
84	UB	Account Close		System refunds remaining deposit through AP. System has integrated link to AP.	Y*	Incodel 10	Phase 2	UB has it's own Refund process. No need to use AP. UB is fully integrated to the financial system
85	UB	Self Service		System allows new customer to complete service application online	Y	Incodel 10	Phase 2	
86	UB	Self Service		System allows customer to upload documents online	Y	Incodel 10	Phase 2	
87	UB	Self Service		System allows customer to provide deposit online	Y-ND	Incodel 10	Phase 2	
88	UB	Self Service		System allows users access online payment portal to view current and past bills	Y	Incodel 10	Phase 2	
89	UB	Self Service		System allows users access online payment portal to review consumption information	Y	Incodel 10	Phase 2	
90	UB	Self Service		System allows users access online payment portal to view payment history	Y	Incodel 10	Phase 2	
91	UB	Self Service		System allows users access online payment portal to make payment	Y	Incodel 10	Phase 2	
92	UB	Self Service		System allows customer to make payment through credit card	Y	Incodel 10	Phase 2	
93	UB	Self Service		System allows customer to make payment through direct withdrawal from checking account	Y	Incodel 10	Phase 2	
94	UB	Self Service		Customer can set up automatic payments on website through bank draft	Y	Incodel 10	Phase 2	
95	UB	Self Service		System interfaces with City's website where customers enter service request	N	Incodel 10	Phase 2	Doesn't interface with City website, but the portal provides a method for entering service request.
96	UB	Service Request		System tracks service request types by task codes	N	Incodel 10	Phase 2	
97	UB	Service Request		System should accept work orders from external customers (citizens)	N	Incodel 10	Phase 2	



98	UB	Service Request		System should accept service request from required fields that external customers should enter ( i.e., address, phone number, issue, email- for automated notification)	N	Incode 10	Phase 2	
99	UB	Service Request		System allows internal users to be able to view status of service request	N	Incode 10	Phase 2	
100	UB	Service Request		System allows internal users to view results of service request (e.g., meter replacement)	Y	Incode 10	Phase 2	
101	UB	Service Request		System triggers service requests automatically based on account status, e.g. meter read for shutoffs	N	Incode 10	Phase 2	
102	UB	Service Request		System triggers work order creation based on certain service request codes (e.g., meter read)	N	Incode 10	Phase 2	
103	UB	Service Request		System routes updated meter read information to Customer Service when work order has been closed	Y	Incode 10	Phase 2	when Service Order is completed, the system is updated
104	CASH	Centralized Cashiering		System supports manual payments scanned into the system for processing	Y	Incode 10	Phase 2	
105	CASH	Centralized Cashiering		System records point of sale transactions	N	Incode 10	Phase 2	
106	CASH	Centralized Cashiering		System records transactions against receivables	Y	Incode 10	Phase 2	
107	CASH	Centralized Cashiering		System allows decentralized collection of payments on any receivable in system	Y	Incode 10	Phase 2	
108	CASH	Centralized Cashiering		System tracks one central customer file that all invoices are charged against	Y	Incode 10	Phase 2	
109	CASH	Recording Payments		System applies one payment to multiple receivables / point of sale transactions	Y	Incode 10	Phase 2	*Not a POS system
110	CASH	Recording Payments		System allows using multiple payment types to pay for one invoice (e.g., cash and credit card)	Y	Incode 10	Phase 2	
111	CASH	Recording Payments		System allows users to enter daily deposits into system	Y	Incode 10	Phase 2	
112	CASH	Recording Payments		Reversal of receivable for denied transactions, e.g., bounced checks, denied credit card transactions, etc. and automatically add NSF fees to customer's AR balance, with override ability	Y	Incode 10	Phase 2	
113	CASH	Recording Payments		When processing payment, system provides capability to look up the customer master file by any value in customer file	Y	Incode 10	Phase 2	
114	CASH	Recording Payments		Apply payments against individual line items on invoice	Y*	Incode 10	Phase 2	Misc A/R: payments may be applied to specific invoices Utility Billing stores balances by service. Manual payments can be applied to the balance in a service but not to a specific utility bill.
115	CASH	Recording Payments		Apply payments to customer and allow system to determine priority order of invoices	Y	Incode 10	Phase 2	Same as above: the system can apply to an AR balance based on the oldest invoice first. It can apply to UB balances based on system settings defining which revenue code and what aging of the balance is applied first.
116	CASH	Recording Payments		System supports splitting one transaction type between multiple chart of accounts	Y	Incode 10	Phase 2	
117	CASH	Recording Payments		System generates a receipt to the payee	Y	Incode 10	Phase 2	
118	CASH	Recording Payments		System generates bank deposit slip	N	Incode 10	Phase 2	
119	CASH	Recording Payments		Produces report listing total of all transactions processed by cashier during shift (z-tape report)	Y	Incode 10	Phase 2	
120	CASH	Web Payments		System allows customers' account statuses to change after web payment is received	Y	Incode 10	Phase 2	Web payments do not change the account status. They do change the Past Due flag.
121	CASH	Recording Payments		System allows customers to create an account and make web payments to other point of sale transactions	N	Incode 10	Phase 2	
122	CASH	Recording Payments		System accepts credit cards online	Y	Incode 10	Phase 2	
123	CASH	Recording Payments		System accepts direct debit online from checking account	Y	Incode 10	Phase 2	
124	CASH	Recording Payments		System allows customers to set up and authorize recurring payments for the same amount every month (fees)	N	Incode 10	Phase 2	
125	CASH	Recording Payments		System allows customers to set up and authorize recurring payments for different amounts each month (water bills)	Y	Incode 10	Phase 2	
126	CASH	Web Payments		System allows customers to create an account and make web payments to any receivable in the system	N	Incode 10	Phase 2	
127	CASH	Web Payments		System allows customers' account statuses to change after web payment is received	Y	Incode 10	Phase 2	
128	CASH	Customer Overpayment		System stores overpayment amount on customer accounts and applies to next bill	Y	Incode 10	Phase 2	
129	CASH	Customer Overpayment		System provides refund to customer account for overpayment through accounts payable	Y	Incode 10	Phase 2	UB has it's own Refund process. No need to use AP. UB is fully integrated to the financial system
130	CASH	Customer Deposit		System tracks customer deposits and applies charges to deposit amount	Y	Incode 10	Phase 2	
131	CASH	Customer Deposit		Customer deposits can be applied to customer (available for use on any invoice)	N	Incode 10	Phase 2	*Deposit is applied to an Account, but can be transferred

132	CASH	Customer Deposit		Customer deposits can be applied to account (only available for one type of charge)	Y	Incode 10	Phase 2	Deposits can be designated by service: Example: Water Deposit, Electric Deposit, Sewer Deposit, etc.
133	CASH	Customer Deposit		System provides bill through accounts receivable if deposit amount is exceeded	N	Incode 10	Phase 2	I may need more information on how and why the City collects Deposits. Is the deposit held on the account until refunded/ applied to the balance with good credit, or applied to the final balance and the difference refunded when the account is final billed? Or is a deposit an advance payment that is applied to the next billing?

**Attachment 11: Functional Requirements**

**Column F: Available Responses**

Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion

Req #	Function	Process	Step	Requirement	Response	Module / System	Phase for Go Live	Comment
1	BL	General		Classify businesses and assess/collect licenses due to the City in accordance with City Licensing Ordinances	Y	EnerGov	Phase 3	
2	BL	General		Provide a business licensing system that fully automates business license issuing, renewal and payment processing	Y	EnerGov	Phase 3	based on a wide range of conditional logic and/or workflow
3	BL	General		System tracks delinquent payments for licenses	Y	EnerGov	Phase 3	
4	BL	General		System is integrated with accounts receivable and cashiering for tracking and collecting payments	Y	EnerGov	Phase 3	Yes to CASHIERING, and it will roll up to the GL. Not AR
5	BL	General		System workflow to accommodate the city business rules for each type of license	Y	EnerGov	Phase 3	
6	BL	General		Need ability to add contractors into system that will not be licensed with the city (county/state licenses) (for issuance of permits to the contractor)	Y	EnerGov	Phase 3	
7	BL	General		Need the ability to track lead certification nbrs and expiration dates.	Y	EnerGov	Phase 3	
8	BL	General		System will allow users to view screens, functions at the same time (i.e., allow multiple users to view the same business license at the same time)	Y	EnerGov	Phase 3	
9	BL	General		Ability to mask certain data (SSN, date of birth) on the BL from being printed on the actual license, reports, and renewal forms	Y	EnerGov	Phase 3	
10	BL	General		Special class may require workflow for other action (health inspection for food establishment)	Y	EnerGov	Phase 3	
11	BL	General		Allows for multiple classification codes on the same business license	Y	EnerGov	Phase 3	
12	BL	General		Allows for multiple cycle codes (i.e., annual, quarterly, semi monthly, monthly, bi-yearly)	Y	EnerGov	Phase 3	
13	BL	General		Date that business record was last updated and a tracking system that reflects what operators performed what prior transactions	Y	EnerGov	Phase 3	
14	BL	General		Date the business paid their license	Y	EnerGov	Phase 3	
15	BL	General		Indicator for a transferred business - Used when an owner sells business	Y	EnerGov	Phase 3	
16	BL	General		Track State/County Contractor Certification number	Y	EnerGov	Phase 3	
17	BL	General		Ability to collect flat fee based on location of contractor (in city or working in city)	Y	EnerGov	Phase 3	
18	BL	General		Disadvantaged Business Enterprise data / MBE	Y	EnerGov	Phase 3	
19	BL	General		Ability to track exempt businesses	Y	EnerGov	Phase 3	
20	BL	General		Ability to capture miscellaneous notes regarding business.	Y	EnerGov	Phase 3	
21	BL	General		Access a lookup of valid business license receipt codes via a drop-down list and select the desired code when entering a new business license receipt	Y	EnerGov	Phase 3	
22	BL	General		Businesses can apply for and renew licenses online	Y	EnerGov	Phase 3	
23	BL	General		Issue business license receipts on demand	Y	EnerGov	Phase 3	
24	BL	General		Attach various document types and pictures to an license	Y	EnerGov	Phase 3	
25	BL	General		Create user defined renewal letters for user defined classification codes	Y	EnerGov	Phase 3	
26	BL	General		System to track the number of "allowable" licenses (e.g., only allow x liquor licenses in City)	Y	EnerGov	Phase 3	Since EnerGov license typ
27	BL	General		Credit card payments are PCI compliant	Y	EnerGov	Phase 3	
28	BL	General		Allows the ability to import and export selected data items to a variety of file formats (Microsoft Word, Excel and Access)	Y	EnerGov	Phase 3	It's not entirely clear what
29	BL	General		System to allow for system generated and manually created license numbers	Y	EnerGov	Phase 3	
30	BL	General		System will allow users to override penalties or fees, with workflow approval	Y	EnerGov	Phase 3	
31	BL	General		System to flag or prevent the approval on delinquent accounts with approval	Y	EnerGov	Phase 3	
32	BL	General		System to allow mailing labels to be printed based on (accounts/licenses/permit)	Y	EnerGov	Phase 3	
33	BL	General		System will allow only certain users to view or report on data (by user, role, department, etc.)	Y	EnerGov	Phase 3	
34	BL	Licenses / Receipts		Define an expiration date for each business license receipt	Y	EnerGov	Phase 3	
35	BL	Licenses / Receipts		System workflow will generate will communicate with business license applicant to provide necessary information related to the application	Y	EnerGov	Phase 3	
36	BL	Licenses / Receipts		System to issue a renewal letter for licenses that are about to expire (issue letter 30 days prior to expiration)	Y	EnerGov	Phase 3	
37	BL	Licenses / Receipts		System to allow for prororation of the license (6 month license vs. a year)	Y	EnerGov	Phase 3	
38	BL	Licenses / Receipts		Allow licenses that are not connected to an actual address (food trucks)	Y	EnerGov	Phase 3	
39	BL	Licenses / Receipts		Accommodates effective dating capabilities for business license renewals to issue renewal letters	Y	EnerGov	Phase 3	
40	BL	Licenses / Receipts		System workflow to notify appropriate staff that a license is approaching the expiration	Y	EnerGov	Phase 3	
41	BL	Licenses / Receipts		Ability to assign license categories to designated city staff	Y	EnerGov	Phase 3	
42	BL	Licenses / Receipts		Generate and auto-fill and e-mail, either on demand or through a pre set protocol:	Y	EnerGov	Phase 3	
43	BL	Licenses / Receipts		vendor placards	Y	EnerGov	Phase 3	
44	BL	Licenses / Receipts		all forms	Y	EnerGov	Phase 3	

45	BL	Licenses / Receipts		letters	Y	EnerGov	Phase 3	
46	BL	Licenses / Receipts		notices related to an alcohol business	Y	EnerGov	Phase 3	
47	BL	Licenses / Receipts		When a business license receipt is produced, the system should automatically calculate the applicable fees based on data entered in fee sensitive fields (number of units, gross receipts, inventory value, square footage, etc.).	Y	EnerGov	Phase 3	
48	BL	Licenses / Receipts		When a new business license receipt is generated, the system should automatically assign the next unique business license receipt number	Y	EnerGov	Phase 3	
49	BL	Licenses / Receipts		When issuing a business license receipt, once the issue date is entered, the system should automatically display the expiration date based on the parameters defined for the business license receipt code	Y	EnerGov	Phase 3	
50	BL	Licenses / Receipts		Indicate the general ledger accounts that will be debited and credited for transactions related to each business license receipt code	Y	EnerGov	Phase 3	
51	BL	Licenses / Receipts		Print, issue and track various types of business license receipts	Y	EnerGov	Phase 3	
52	BL	Licenses / Receipts		Track information through system by contact and property	Y	EnerGov	Phase 3	
53	BL	Licenses / Receipts		Capture business name & address and:	Y	EnerGov	Phase 3	
54	BL	Licenses / Receipts		owner name and address	Y	EnerGov	Phase 3	
55	BL	Licenses / Receipts		parcel #	Y	EnerGov	Phase 3	
56	BL	Licenses / Receipts		email	Y	EnerGov	Phase 3	
57	BL	Licenses / Receipts		mailing address	Y	EnerGov	Phase 3	
58	BL	Licenses / Receipts		bond expiration date	Y	EnerGov	Phase 3	
59	BL	Licenses / Receipts		general liability date	Y	EnerGov	Phase 3	
60	BL	Licenses / Receipts		business type information	Y	EnerGov	Phase 3	
61	BL	Licenses / Receipts		# of employees	Y	EnerGov	Phase 3	
62	BL	Licenses / Receipts		Social Security #	Y	EnerGov	Phase 3	
63	BL	Licenses / Receipts		Fed Tax ID	Y	EnerGov	Phase 3	
64	BL	Licenses / Receipts		Workers Comp Insurance	Y	EnerGov	Phase 3	
65	BL	Licenses / Receipts		Other User Defined fields (specify any limitations.)	Y	EnerGov	Phase 3	UNLIMITED
66	BL	Licenses / Receipts		Appropriate signatures (to be included in the BL template/form)	Y	EnerGov	Phase 3	
67	BL	Licenses / Receipts		manager name and address.	Y	EnerGov	Phase 3	
68	BL	Licenses / Receipts		Establish a unique calculation formula for each business license receipt code for both initial fees and renewal fees	Y	EnerGov	Phase 3	
69	BL	Licenses / Receipts		System to allow for multiple license templates (dog, liquor)	Y	EnerGov	Phase 3	
70	BL	Renewals		For business license receipts that are renewed:	Y	EnerGov	Phase 3	
71	BL	Renewals		Indicate the frequency of renewal, and automatically generate user defined renewal letters/email/notification	Y	EnerGov	Phase 3	
72	BL	Renewals		provide for reminder letters at 0, 30, 90, 120, and user defined day increments with user defined text for each reminder notice	Y	EnerGov	Phase 3	
73	BL	Renewals		assess penalty at renewal	Y	EnerGov	Phase 3	
74	BL	Renewals		System generates renewal letter to include all expiration and renewal dates (bond renewal, workers comp, liability insurance, other misc. dates)	Y	EnerGov	Phase 3	
75	BL	Renewals		Interface to a common property file which may be cross referenced by the software vendor's utility billing, building permits, and other property related applications	Y	EnerGov	Phase 3	Yes, if using Incode 10, part2, depends on what 3rd party system.
76	BL	Renewals		Ability to indicate if each business license receipt or permit code requires a property file cross reference	Y	EnerGov	Phase 3	
77	BL	Renewals		Print user defined renewal letters for all business license receipts expiring within a specified range of dates	Y	EnerGov	Phase 3	
78	BL	Renewals		See all business license receipts (current and prior) at a given property	Y	EnerGov	Phase 3	
79	BL	Renewals		Provide direct access to help web site to log support requests, query knowledge base for frequently asked questions	Y	EnerGov	Phase 3	
80	BL	Renewals		Set up an unlimited number of user defined business license receipt codes or types	Y	EnerGov	Phase 3	
81	BL	Renewals		Specify whether the business license receipt expiration date is updated after full payment has been received and posted or at the time of renewal.	Y	EnerGov	Phase 3	
82	BL	Renewals		Allow for automated generation of unpaid license on the next years license bill.	Y	EnerGov	Phase 3	
83	BL	Renewals		Automatically renew license if valid conditions are met and print renewed license	Y	EnerGov	Phase 3	
84	BL	Renewals		Add user defined fields that may be used for fee calculation to accommodate unforeseen changes in fee requirements in the future.	Y	EnerGov	Phase 3	
85	BL	Fees / Charges		Specify a base charge on penalty codes.	Y	EnerGov	Phase 3	
86	BL	Fees / Charges		Allow for different charges on penalty codes	Y	EnerGov	Phase 3	
87	BL	Fees / Charges		System to allow for progressive penalties	Y	EnerGov	Phase 3	
88	BL	Fees / Charges		Allow for fees to be overridden	Y	EnerGov	Phase 3	
89	BL	Fees / Charges		System to track and report on all fee and penalty change history (track when fees have been waived)	Y	EnerGov	Phase 3	
90	BL	Fees / Charges		Set up adjustment codes for refund check and reverse payment adjustments.	Y	EnerGov	Phase 3	
91	BL	Fees / Charges		System to calculate additional fee if payments haven't been received by X date. (double fee if license hasn't been received)	Y	EnerGov	Phase 3	
92	BL	Fees / Charges		Allow receipts to be processed directly through the Business License Receipt module/application or through the integrated Cashiering/Cash Collection System	Y	EnerGov	Phase 3	

93	BL	Fees / Charges		Interface to General Ledger should be present that facilitates on-line posting of receipts to the General Ledger	Y	EnerGov	Phase 3	
94	BL	Fees / Charges		Allows for late fees/penalties to be calculated for business license receipts not renewed on time	Y	EnerGov	Phase 3	
95	BL	Fees / Charges		Maintain a financial history consisting of new business license receipt charges, renewal charges, adjustments, penalties, and payments for the life of the business license receipt	Y	EnerGov	Phase 3	
96	BL	Fees / Charges		Rate calculations should include the ability to include base charges, minimum charges, maximum charges	Y	EnerGov	Phase 3	
97	BL	Fees / Charges		Rate calculations should include the ability to reference user-defined input values such as:	Y	EnerGov	Phase 3	
98	BL	Fees / Charges		NAICS	Y	EnerGov	Phase 3	
99	BL	Fees / Charges		Number of units.	Y	EnerGov	Phase 3	
100	BL	Fees / Charges		Number of employees, etc.	Y	EnerGov	Phase 3	
101	BL	Fees / Charges		Gross Receipts	Y	EnerGov	Phase 3	
102	BL	Payments		Ability of a web-based payment option for the system.	Y	EnerGov	Phase 3	
103	BL	Payments		Adjust fees to accommodate business that are exempt from normal fees and charges.	Y	EnerGov	Phase 3	
104	BL	Payments		Attach a file to a record.	Y	EnerGov	Phase 3	
105	BL	Payments		Bill on an alternative address	Y	EnerGov	Phase 3	
106	BL	Payments		Ability to charge for special fees and assessments based on a user defined criteria. This criteria can include (but not limited to) business type and parcel location.	Y	EnerGov	Phase 3	
107	BL	Payments		Complete a batch renewal for current licenses	Y	EnerGov	Phase 3	
108	BL	Payments		Apply penalties for non-renewals	Y	EnerGov	Phase 3	
109	BL	Payments		Ability to generate renewal reminders	Y	EnerGov	Phase 3	
110	BL	Payments		Create custom reports as needed	Y	EnerGov	Phase 3	
111	BL	Payments		Generate cash receipts listings by day, by operator, including total detailed receipts with appropriate general ledger account numbers	Y	EnerGov	Phase 3	
112	BL	Payments		Have multiple licenses at the same business location	Y	EnerGov	Phase 3	
113	BL	Payments		Link parcel database to the business license application to allow user to track business license information	Y	EnerGov	Phase 3	
114	BL	Payments		Pro-rate for partial year payments	Y	EnerGov	Phase 3	
115	BL	Payments		Roll user defined unpaid classification fees to new fiscal year	Y	EnerGov	Phase 3	
116	BL	Payments		Provide multiple fee structures with an effective date for each	Y	EnerGov	Phase 3	
117	BL	Payments		Ability to prorate fees based on prior year reported receipts	Y	EnerGov	Phase 3	
118	BL	Payments		Automatically determine the fee structure based on issue date of license	Y	EnerGov	Phase 3	While EnerGov's fee template setup options allow for a lot of flexibility in how to configure fee assessments, EnerGov fee schedules are intentionally coded to be based on the case application date and not the issue date.
119	BL	Payments		Add on classifications during the tax year to paid and unpaid licenses	Y	EnerGov	Phase 3	
120	BL	Payments		Quickly view outstanding fees for any business	Y	EnerGov	Phase 3	
121	BL	Payments		Allow user defined routing to departments determined by NAICS code. Routing shall be done electronically via email interface with a link directly into the system	Y	EnerGov	Phase 3	
122	BL	Payments		An integrated audit system that tracks entries by user ID with name and date stamp	Y	EnerGov	Phase 3	
123	BL	Payments		Cross reference reporting by name, business name, location, owner, and user defined GIS Area	Y	EnerGov	Phase 3	
124	BL	Payments		Generated monthly, semi-annual, quarterly and annual license notices	Y	EnerGov	Phase 3	
125	BL	Payments		Create on demand notices	Y	EnerGov	Phase 3	
126	BL	Payments		Print late/delinquency notices, by date and time period(s), on city or custom developed forms, with penalties listed individually for any given time period	Y	EnerGov	Phase 3	
127	BL	Payments		Provide identification for non-renewable business license receipt types	Y	EnerGov	Phase 3	
128	BL	Payments		Set and adjust rates of license without affecting history	Y	EnerGov	Phase 3	
129	BL	Payments		Track receivables and develop aging reports	Y	EnerGov	Phase 3	
130	BL	Enforcement		Run comparison report identify businesses without valid licenses	Y	EnerGov	Phase 3	
131	BL	Enforcement		Generate letters to unlicensed businesses	Y	EnerGov	Phase 3	
132	BL	Enforcement		Kickoff application process	I	EnerGov	Phase 3	
133	BL	Enforcement		Generate citation notices	Y	EnerGov	Phase 3	
134	BL	Enforcement		Generate citation notices for non-property related violations	Y	EnerGov	Phase 3	
135	BL	Enforcement		Assess penalties if necessary	Y	EnerGov	Phase 3	
136	BL	Enforcement		Generate reassessment charges for under reporting businesses	Y	EnerGov	Phase 3	
137	BL	Enforcement		Export non-compliant and delinquent businesses to collections	Y	EnerGov	Phase 3	
138	BL	Enforcement		System to create enforcement citation	Y	EnerGov	Phase 3	
139	BL	Enforcement		System to issue citations via electronic formats (email, self service)	Y	EnerGov	Phase 3	
140	BL	Enforcement		Auto generate case and violation number	Y	EnerGov	Phase 3	

141	BL	Enforcement		System to create a case to track the citation activity, including:		EnerGov	Phase 3	
142	BL	Enforcement		Type / Purpose (routine, complaint)	Y	EnerGov	Phase 3	
143	BL	Enforcement		Date issued	Y	EnerGov	Phase 3	
144	BL	Enforcement		Resolution / due date	Y	EnerGov	Phase 3	
145	BL	Enforcement		Status (open, closed)	Y	EnerGov	Phase 3	
146	BL	Enforcement		Hearing required?	Y	EnerGov	Phase 3	
147	BL	Enforcement		Hearing date (s)	Y	EnerGov	Phase 3	
148	BL	Enforcement		Hearing Resolution	Y	EnerGov	Phase 3	
149	BL	Enforcement		Elapsed time for case (open to close)	Y	EnerGov	Phase 3	
150	BL	Enforcement		User-defined	Y	EnerGov	Phase 3	
151	BL	Mobile Access		Record inspection results remotely using wireless technology	Y	EnerGov	Phase 3	
152	BL	Mobile Access		Generate and review e-mails, accommodate new business applications, collect license payments, access business license module/application, from the field	Y	EnerGov	Phase 3	
153	BL	Mobile Access		Print business license receipt at business site	Y	EnerGov	Phase 3	HARDWARE IS NEEDED
154	BL	Mobile Access		Allow license inspectors to access the business license receipt module/application using wireless technology	Y	EnerGov	Phase 3	
155	BL	Mobile Access		Allows for easy access for completing new business license application, printing application information for field license inspectors	Y	EnerGov	Phase 3	
156	BL	Mobile Access		Has a wireless component that enables staff to utilize laptop computers (or other field input devices) in the field for conducting inspections and printing notices	Y	EnerGov	Phase 3	
157	BL	Mobile Access		Have a mobile solution for work out in field so license inspectors can record business license information at the business site. The data would then synchronize with the system upon reconnection to the network.	Y	EnerGov	Phase 3	EnerGov's mobile apps (iG Workforce) are designed for field inspectors and include store-and-forward functionality for automatic re-sync of data if a connection is lost and then reestablished. However, access to the main business license record and any updates to the license itself (beyond just an inspection) would require an active internet connection with field access to the back-office web application suite.
158	BL	Online Access		Citizens (non-city employees) can generate service requests in an online, self-service portal directly with the system/City	Y	EnerGov	Phase 3	Would need to be initiated with Tyler 311
159	BL	Online Access		Citizens (non-city employees) can generate complaints or other communications in an online, self-service portal directly with the system/City	Y	EnerGov	Phase 3	Would need to be initiated with Tyler 311
160	BL	Online Access		Handle e-payments and other transactions in the proposed system	Y	EnerGov	Phase 3	
161	BL	Online Access		Search paid licenses to see if business has license and print a copy	Y	EnerGov	Phase 3	
162	BL	Online Access		The software provides the following on-line capabilities:		EnerGov	Phase 3	
163	BL	Online Access		Complete, submit and inquire into status of business license applications	Y	EnerGov	Phase 3	
164	BL	Online Access		Pay license fees	Y	EnerGov	Phase 3	
165	BL	Online Access		System to produce Inspection Reports (violations, type)(food inspection)	Y	EnerGov	Phase 3	
166	BL	Self Service		Allow for the uploading of documents (pdf, jpeg, gif, word, tif, excel, etc.)	Y	EnerGov	Phase 3	
167	BL	Self Service		System provides online access for customers to:		EnerGov	Phase 3	
168	BL	Self Service		View current business license status	Y	EnerGov	Phase 3	
169	BL	Self Service		Change business contact information	Y	EnerGov	Phase 3	
170	BL	Self Service		Apply for license	Y	EnerGov	Phase 3	
171	BL	Self Service		Renew license	Y	EnerGov	Phase 3	
172	BL	Self Service		Provide payment	Y	EnerGov	Phase 3	
173	PER	General		A fully integrated system that tracks developments from the beginning of the cycle (i.e., site plan application) until the end of the building cycle (i.e., issuance of the Certificate of Occupancy).	Y	EnerGov	Phase 3	
174	PER	General		Ability to track all City costs of all related permit processes, applications, reviews, inspections, violations, enforcements, etc.	Y	EnerGov	Phase 3	
175	PER	General		System integrated to accounts receivable and cashiering systems in real time	Y	EnerGov	Phase 3	
176	PER	General		System integrated with document management system (Laserfiche - currently being implemented at the City)	Y	EnerGov	Phase 3	XTRA COST FOR THE API THAT IS NEEDED FOR LASERFICHE
177	PER	General		Allows the capture of multiple telephone numbers and e-mail addresses for all applicants, owners, contractors and subcontractors.	Y	EnerGov	Phase 3	
178	PER	General		Allows the City to create workflow procedures to duplicate or replace existing procedures.	Y	EnerGov	Phase 3	
179	PER	General		Allows the City to determine/identify items that would prevent certain permits from being issued. For example, outstanding fees, code enforcement cases or utility system holds, property type, etc.	Y	EnerGov	Phase 3	
180	PER	General		Automatically calculate user-defined "key dates" for a permit as part of the approval process.	Y	EnerGov	Phase 3	

181	PER	General		Automatically enters "today's date" as the date of creation on a permit at the time of application; also identifying the creator and time of data entry activity	Y	EnerGov	Phase 3	
182	PER	General		Ability to back date permits	Y	EnerGov	Phase 3	
183	PER	General		Captures/pulls comments from one type of permit to another type of permit on the same property when requested by user.	I	EnerGov	Phase 3	We don't support this as written but equivalent capabilities through linked records or parcel-level conditions or alert holds could essentially connect comments across multiple permits. But I'm also just not clear on what the business case is for this.
184	PER	General		Create custom permit templates for common permit types	Y	EnerGov	Phase 3	
185	PER	General		Issue permit refunds	Y	EnerGov	Phase 3	
186	PER	General		Issue permit refunds and update the permit status (paid, refunded)	Y	EnerGov	Phase 3	
187	PER	General		Track deadline dates with effective dating capabilities	Y	EnerGov	Phase 3	
188	PER	General		Generates list of permits nearing expiration, including TCOs	Y	EnerGov	Phase 3	
189	PER	General		Generates corresponding notices on delinquency of permits	Y	EnerGov	Phase 3	
190	PER	General		Has a method to allow the homeowner to act as their own contractor for certain permit situations / types.	Y	EnerGov	Phase 3	
191	PER	General		Has a way to show the current status of applications/permits under one specific development project.	Y	EnerGov	Phase 3	
192	PER	General		Has the Add specific conditions to an application/permit via a drop-down box	Y	EnerGov	Phase 3	
193	PER	General		Provides on-demand listings of permits/applications in various sort orders (by address, date, type of permit, permit number, assigned inspector, etc.) and with various selections criteria (i.e., permit status, application data ranges, inspector assigned or involved in	Y	EnerGov	Phase 3	
194	PER	General		Browse and access any permit by permit number, PIN number, property address, permit description, any of the names associated with the permit (owners, applicants, developers, etc.), type of permit, and user-defined lookup fields.	Y	EnerGov	Phase 3	
195	PER	General		Provides the flexibility to allow for updating code or fee tables for implementation at a future effective date	Y	EnerGov	Phase 3	
196	PER	General		Receipting/Cashiering accesses permits fees by entering the permit number	Y	EnerGov	Phase 3	
197	PER	General		System can create a master building permit number that is linked to all auxiliary permits	Y	EnerGov	Phase 3	
198	PER	General		Ability to pull a minor permit, without the master permit	Y	EnerGov	Phase 3	
199	PER	General		The system records payments of permit fees and track payments by cash, check and/or credit card. The system must issue and print receipts or multiple receipts.	Y	EnerGov	Phase 3	
200	PER	General		Ability to track multiple permit types	Y	EnerGov	Phase 3	
201	PER	General		Has the ability to expire applications/permits in bulk based upon established expiration date guidelines	Y	EnerGov	Phase 3	
202	PER	General		Verify business license status for all contractors and to add business license application to permit and have fees directed appropriately	Y	EnerGov	Phase 3	
203	PER	General		Permitting functionality to be fully integrated with BL	Y	EnerGov	Phase 3	
204	PER	General		Allow for some permits to be issued to something other than an address (issued to a vehicle or intersection for example.)	Y	EnerGov	Phase 3	
205	PER	General		Ability to have multiple contractors per a permit. (Plumber and excavator for example)	Y	EnerGov	Phase 3	
206	PER	General		Capable of generating a variety of documents utilizing either preprinted forms or have the capability of incorporating graphics of sufficient quality to generate documents including:	Y	EnerGov	Phase 3	
207	PER	General		Permits (Building, Right of Way, Land Disturbance, Blasting, etc.)	Y	EnerGov	Phase 3	
208	PER	General		Inspection Tickets	Y	EnerGov	Phase 3	
209	PER	General		Certificates of Occupancy	Y	EnerGov	Phase 3	
210	PER	General		Temporary Certificates of Occupancy	Y	EnerGov	Phase 3	
211	PER	General		Certification of Completion	Y	EnerGov	Phase 3	
212	PER	General		Letters of Authorization	Y	EnerGov	Phase 3	
213	PER	General		Other reports and/or letters	Y	EnerGov	Phase 3	
214	PER	General		System to pre-populate address when entering system	Y	EnerGov	Phase 3	
215	PER	General		System will accommodate interface with parcel valuation information (photos, characteristics, valuation)	Y	EnerGov	Phase 3	if it is a GIS layer, yes.
216	PER	General		Allows for holds to be placed on applications, permits, and/or parcels to stop development. Allow user to specify what types of permits and other conditions should result in a held permit.	Y	EnerGov	Phase 3	

217	PER	Parcel Management		Provides search indexes to the property records and related permit and inspection records by a minimum of map/parcel ID, owner name or location address.	Y	EnerGov	Phase 3	
218	PER	Parcel Management		View all City activities/history (utilities, code enforcement, legal action, etc.) for a parcel and/or address	Y	EnerGov	Phase 3	if it is a GIS layer, yes.
219	PER	Parcel Management		Allows users to access a list of properties using either a street address or a parcel number. Users shall be able to easily store and immediately retrieve information from a variety of City departments	Y	EnerGov	Phase 3	
220	PER	Parcel Management		Full ESRI GIS integration	Y	EnerGov	Phase 3	
221	PER	Parcel Management		Functionality provided to help users identify and display property information about any lot or parcel in the system.	Y	EnerGov	Phase 3	
222	PER	Parcel Management		System links all permits, code enforcement records, land use changes, etc. to land record	Y	EnerGov	Phase 3	
223	PER	Parcel Management		Provides access to building information, attached images (i.e. blueprints, maps, GIS data), property references, and property zoning information	Y	EnerGov	Phase 3	if it is a GIS layer, yes.
224	PER	Parcel Management		Coordinate and distribute updated property and address information from other functions, modules and databases interfaced with the system	Y	EnerGov	Phase 3	if it is a GIS layer, yes.
225	PER	Parcel Management		Extract parcel information from GIS and attach it to the permit record	Y	EnerGov	Phase 3	
226	PER	Parcel Management		Track historical districts graphically with GIS viewer capability	Y	EnerGov	Phase 3	
227	PER	Parcel Management		Has the ability to pull GIS information, street and address range spatial data into the application at the time of permitting	Y	EnerGov	Phase 3	
228	PER	Parcel Management		Links all permits, inspections and code enforcement activity to a geographic unit	Y	EnerGov	Phase 3	
229	PER	Planning		Support online planning process with workflow capabilities	Y	EnerGov	Phase 3	
230	PER	Planning		Collect revenue fee for planning process and distribute to applicable departments	Y	EnerGov	Phase 3	
231	PER	Planning		Ability to track actual costs of pre-application process	Y	EnerGov	Phase 3	
232	PER	Planning		Provide for the tracking of the following Planning applications:		EnerGov	Phase 3	
233	PER	Planning		General Plan Amendments	Y	EnerGov	Phase 3	
234	PER	Planning		Design Review and revisions	Y	EnerGov	Phase 3	
235	PER	Planning		Variances	Y	EnerGov	Phase 3	
236	PER	Planning		Zoning Amendments	Y	EnerGov	Phase 3	
237	PER	Planning		Conditional Use Permits and revisions, including tracking of approvals and expiration dates	Y	EnerGov	Phase 3	
238	PER	Planning		Administrative Preliminary and Final Site Plan and revisions	Y	EnerGov	Phase 3	
239	PER	Planning		Design Review	Y	EnerGov	Phase 3	
240	PER	Planning		Tentative Tract, Tentative Parcel Map and revisions	Y	EnerGov	Phase 3	
241	PER	Planning		Other Applications	Y	EnerGov	Phase 3	
242	PER	Planning		Ability to flag property by type (historical)	Y	EnerGov	Phase 3	
243	PER	Planning		System to allow for workflow for certain property types because planning restrictions will apply for certain property	Y	EnerGov	Phase 3	
244	PER	Planning		Provide for the user-definition of application work flow within multiple departments and to external agencies based on the type of application	Y	EnerGov	Phase 3	
245	PER	Planning		Ability to track multiple comments	Y	EnerGov	Phase 3	
246	PER	Planning		Provide for the tracking of the application review process, status and related reporting. Maintain historical application information by parcel	Y	EnerGov	Phase 3	
247	PER	Planning		Provide for automatic mail-out notice to selected parcel owners regarding proposed changes to related parcels	Y	EnerGov	Phase 3	
248	PER	Planning		Provide for standard land use classification (i.e., Single Family Residence, Commercial, etc.) by parcel.	Y	EnerGov	Phase 3	
249	PER	Planning		Provide for the definition of the development code regulations	Y	EnerGov	Phase 3	
250	PER	Planning		Provide for notes related to any restrictions or special conditions that are established by reviewing departments as a prerequisite for permit approval with expiration dates on the conditions or restrictions	Y	EnerGov	Phase 3	
251	PER	Planning		System shall calculate standard fees using user supplied criteria	Y	EnerGov	Phase 3	
252	PER	Planning		System shall provide for the tracking of fee collections and receivables	Y	EnerGov	Phase 3	
253	PER	Planning		Provide the capability to research land use for specific geographic areas	Y	EnerGov	Phase 3	
254	PER	Planning		Provide the ability to establish review and expiration dates for all events	Y	EnerGov	Phase 3	
255	PER	Application		System shall capture basic application data and track review status across multiple departments	Y	EnerGov	Phase 3	
256	PER	Application		Allow for some applications and permits that are not tied to an address	Y	EnerGov	Phase 3	
257	PER	Application		Allow for an online planning application process	Y	EnerGov	Phase 3	
258	PER	Application		Ability to tie formal application to pre-application	Y	EnerGov	Phase 3	
259	PER	Application		Ability to track standard customer information for applicants	Y	EnerGov	Phase 3	
260	PER	Application		Accepts permit applications online	Y	EnerGov	Phase 3	
261	PER	Application		Pay multiple permits in one online transaction	Y	EnerGov	Phase 3	
262	PER	Application		Accepts payments online for services	Y	EnerGov	Phase 3	
263	PER	Application		Ability for a flexible permit renewal process: annually, monthly, etc.	Y	EnerGov	Phase 3	



264	PER	Application		Ability of a report writer/list generator function to create customized lists from current or historical data	Y	EnerGov	Phase 3	
265	PER	Application		Attach various document types, pictures and video to an application/permit/inspection	Y	EnerGov	Phase 3	
266	PER	Application		Categorize businesses by type, ownership, ordinance requirements, etc.	Y	EnerGov	Phase 3	
267	PER	Application		Define business rules and workflows required to guide system procedural flow	Y	EnerGov	Phase 3	
268	PER	Application		Define conditions of approvals for plans, permits and licenses and inspections	Y	EnerGov	Phase 3	
269	PER	Application		Ability to approve application with conditions	Y	EnerGov	Phase 3	
270	PER	Application		System supports a multi-step workflow process between planner and applicant with notes and comments	Y	EnerGov	Phase 3	
271	PER	Application		Ability to flag for conditions based on parcel address	Y	EnerGov	Phase 3	
272	PER	Application		Ability to assign multiple application statuses	Y	EnerGov	Phase 3	
273	PER	Application		Send comments on conditions that need to be rectified by applicant	Y	EnerGov	Phase 3	
274	PER	Application		Track multiple meetings and results	Y	EnerGov	Phase 3	
275	PER	Application		Allow access to all permit history searching by any data element in the database	Y	EnerGov	Phase 3	
276	PER	Application		Provide for the tracking of plan examination among multiple departments	Y	EnerGov	Phase 3	
277	PER	Application		Ability to catch and prevent duplicate permit applications	Y	EnerGov	Phase 3	
278	PER	Application		Ability to copy applications & permits or have the ability to do a mass entry	Y	EnerGov	Phase 3	
279	PER	Application		Allows for the issuance of permits based upon one application/permit number for the entire project, regardless of the permits attached to the project	I	EnerGov	Phase 3	
280	PER	Fees		Maintain historical data such as:		EnerGov	Phase 3	
281	PER	Fees		Start date	Y	EnerGov	Phase 3	
282	PER	Fees		Payment amounts and dates	Y	EnerGov	Phase 3	
283	PER	Fees		Gross receipts	Y	EnerGov	Phase 3	
284	PER	Fees		Changes to structure, ownership, location, etc.	Y	EnerGov	Phase 3	
285	PER	Fees		Report on state or county collections	Y	EnerGov	Phase 3	
286	PER	Fees		Provide for calculation of standard fees with effective dates using user provided formulas or tables	Y	EnerGov	Phase 3	
287	PER	Fees		Track fee collections and receivables, provide for late penalties as appropriate, and generate payment receipts	Y	EnerGov	Phase 3	
288	PER	Fees		Provide for the calculation of a fee estimate for printing in a City-defined format	Y	EnerGov	Phase 3	
289	PER	Fees		Provide capability to track receivables related to fees estimate	Y	EnerGov	Phase 3	
290	PER	Fees		Schedule and collect fees for consults in instances where a site visit is needed, but no work requiring a permit has been done	Y	EnerGov	Phase 3	
291	PER	Fees		Set variable rates by business type or category	Y	EnerGov	Phase 3	
292	PER	Fees		Set rates by occupancy type, construction type, square footage, lot size, percentage of valuation, percentage of other fees, and project categories. Allow tiered rates within those parameters.	Y	EnerGov	Phase 3	
293	PER	Fees		Ability to assess multiple fees including plan check fee and all permit types; building, fire, etc.	Y	EnerGov	Phase 3	
294	PER	Fees		Rate calculations should include the ability to include base charges, minimum charges, maximum charges	Y	EnerGov	Phase 3	
295	PER	Fees		Certain fee types should be able to be automatically applied in certain permit situations/types	Y	EnerGov	Phase 3	
296	PER	Fees		Allows for funds to be posted for a contractor/realtor and "drawn down" as applications/permits are issued.	Y	EnerGov	Phase 3	
297	PER	Fees		Allows for pre-payments on deposit for contractor/realtors.	Y	EnerGov	Phase 3	
298	PER	Fees		Edit and calculate fees by different variables for different permit types (fixed rate, square footage, etc.)	Y	EnerGov	Phase 3	
299	PER	Fees		Integrates with a cashiering system that allows for fee collection and receipt printing	Y	EnerGov	Phase 3	it has it's own cashiering but we can intergrate too.
300	PER	Fees		Apply fees electronically to the accounts specified	Y	EnerGov	Phase 3	
301	PER	Fees		Assess fees for applications, permits, licenses, inspections, and penalties	Y	EnerGov	Phase 3	
302	PER	Fees		Accept real-time fees from the City's central cashiering system (permitting is integrated with AR)	Y-ND	EnerGov	Phase 3	ONLY WITH CASHERING AND GL
303	PER	Fees		Allow for additional fees on a permit including re-inspection fees, administrative fees, and plan review fees	Y	EnerGov	Phase 3	
304	PER	Fees		Allow for the collection and tracking of fees for other agencies (state, county)	Y	EnerGov	Phase 3	
305	PER	Fees		Allow for waiver of fees in special condition	Y	EnerGov	Phase 3	
306	PER	Fees		Allows for the establishment of various fee structures	Y	EnerGov	Phase 3	
307	PER	Fees		Calculate permit fees based on a fee schedule. System must provide the capability to change the fee schedules and calculation routines.	Y	EnerGov	Phase 3	
308	PER	Fees		Capability to export transactions to finance (revenue) module - General Ledger	Y	EnerGov	Phase 3	
309	PER	Fees		Record company account information	Y	EnerGov	Phase 3	
310	PER	Fees		Support future date effective fee structures	Y	EnerGov	Phase 3	
311	PER	Fees		System allows for flexibility in calculating tap fees	Y	EnerGov	Phase 3	
312	PER	Fees						
313	PER	Fees						

314	PER	Hearing Process		Document complaints, complaint types, and condemnations and save them in a form that can be tracked	Y	EnerGov	Phase 3	
315	PER	Hearing Process		Schedule public hearings and start cases for complaints	Y	EnerGov	Phase 3	
316	PER	Hearing Process		Generate notice of decision with notices to adjacent properties	Y	EnerGov	Phase 3	
317	PER	Hearing Process		Track online request for appeals	Y	EnerGov	Phase 3	
318	PER	Inspection		Provide notification of inspection results as soon as possible upon completion of the inspection.	Y	EnerGov	Phase 3	
319	PER	Inspection		Alert user when there are code violations, outstanding permit or license fees by applicant, multiple permits as an owner/builder	Y	EnerGov	Phase 3	
320	PER	Inspection		Allows for the list of close-out documents to be required once the Final Inspection is held prior to recommending a CO to be edited by City staff	Y	EnerGov	Phase 3	
321	PER	Inspection		Allows users to enter, display, and modify inspection data either through an "inspections" selection on the basic permit/application, or through another menu option	Y	EnerGov	Phase 3	
322	PER	Inspection		Application/module contains an enhanced inspection checklist, which would enable the user to use predefined inspection result comments as well as to tie those same comments to specific building code text	Y	EnerGov	Phase 3	
323	PER	Inspection		Automatically calculate permit expiration date based on user parameters. Extend expiration date automatically based on inspection activity and manually based on written request.	Y	EnerGov	Phase 3	
324	PER	Inspection		Functionality provided to help users identify and display information concerning inspection activities in the system	Y	EnerGov	Phase 3	
325	PER	Inspection		Generate a daily inspection schedule for each inspector or inspector group.	Y	EnerGov	Phase 3	
326	PER	Inspection		Generates form letters, certificates and permits. Typical examples include: violation notices, public notices, expiration notices, approval letters, flood zone letters, etc.	Y	EnerGov	Phase 3	
327	PER	Inspection		Inspection results must be recorded into a permit history file. Permit history files must include:	Y	EnerGov	Phase 3	
328	PER	Inspection		Partial inspections	Y	EnerGov	Phase 3	
329	PER	Inspection		Stop work orders	Y	EnerGov	Phase 3	
330	PER	Inspection		Re-inspections	Y	EnerGov	Phase 3	
331	PER	Inspection		Final Inspections	Y	EnerGov	Phase 3	
332	PER	Inspection		Certificates of Occupancies	Y	EnerGov	Phase 3	
333	PER	Inspection		Other special conditions	Y	EnerGov	Phase 3	
334	PER	Inspection		Application for modifications	Y	EnerGov	Phase 3	
335	PER	Inspection		Modifications granted	Y	EnerGov	Phase 3	
336	PER	Inspection		Applications for appeals	Y	EnerGov	Phase 3	
337	PER	Inspection		Appeal decisions	Y	EnerGov	Phase 3	
338	PER	Inspection		Inspector calendar coordination – View each inspector's schedule.	Y	EnerGov	Phase 3	
339	PER	Inspection		Other types as needed	Y	EnerGov	Phase 3	
340	PER	Inspection		Issue a permit job card with a list of appropriate inspections for the job	Y	EnerGov	Phase 3	
341	PER	Inspection		Track all related inspections by property address	Y	EnerGov	Phase 3	
342	PER	Inspection		System to notify of business of the scheduled inspection	Y	EnerGov	Phase 3	
343	PER	Inspection		Inspection frequency will be determined by inspection type to include, but not limited to the below:	Y	EnerGov	Phase 3	
344	PER	Inspection		grocery every six month	Y	EnerGov	Phase 3	
345	PER	Inspection		commercial kitchen hood	Y	EnerGov	Phase 3	
346	PER	Inspection		sprinkler units annually	Y	EnerGov	Phase 3	
347	PER	Inspection		Others	Y	EnerGov	Phase 3	
348	PER	Inspection		Allow for the ability to assign a sequence of necessary inspections for a permit and notify if an inspection type will occur out of order. (For example, cannot have a final inspection before a rough-in inspection) For certain permit situations/types.	Y	EnerGov	Phase 3	
349	PER	Inspection		Prohibits the scheduling of inspections if a permit has been revoked, fees are unpaid or a hold has been placed on the specific contractor	Y	EnerGov	Phase 3	
350	PER	Inspection		Provide a method for reassigning an inspector's schedule when necessary	Y	EnerGov	Phase 3	
351	PER	Inspection		Capture field drawings and digital photographs in the field and attach them to specific address or permit files	Y	EnerGov	Phase 3	
352	PER	Inspection		Provides field inspectors the ability to check the status of existing violations and update information	Y	EnerGov	Phase 3	
353	PER	Inspection		Provides reminders of pending compliance hearings (meeting notices) and notices of when additional action is required to follow-up on existing violations	Y	EnerGov	Phase 3	
354	PER	Inspection		Store and retrieve real-time inspection information, as well as have the capability to coordinate and distribute inspection data to other City departments with a need for this data	Y	EnerGov	Phase 3	
355	PER	Inspection		Schedules multiple inspections for a particular location at the same time	Y	EnerGov	Phase 3	
356	PER	Inspection		Schedules inspections based on predefined time amounts assigned to each inspection type	Y	EnerGov	Phase 3	
357	PER	Inspection		Provide for inspection request via:	Y	EnerGov	Phase 3	
358	PER	Inspection		IVR	Y	EnerGov	Phase 3	
359	PER	Inspection		Internet	Y	EnerGov	Phase 3	
360	PER	Inspection		Allow logging of inspection results	Y	EnerGov	Phase 3	

361	PER	Inspection		Records an inspector's mileage and then reports mileage to financial system to issue mileage reimbursement checks monthly.	N	EnerGov	Phase 3	CAN TRACK, REPORT ON BUT IT IS NOT INTERGRATED WITH AR TO CUT A CHECK
362	PER	Inspection		Print out a permit visitation which displays any of the data that has been collected and any pertinent comments as well as a place for an inspector to document his work	Y	EnerGov	Phase 3	
363	PER	Inspection		Allows for recalculation of application/permit fees based upon updated information	Y	EnerGov	Phase 3	
364	PER	Inspection		Allows for the use of mobile devices in the field	Y	EnerGov	Phase 3	IG APPS NEEDED
365	PER	Inspection		Allows multi-tasking enabling users to access multiple applications or functions without leaving the initial application, function or system	Y	EnerGov	Phase 3	
366	PER	Inspection		Calendar for scheduling daily building inspections that can be queried and included in reports	Y	EnerGov	Phase 3	
367	PER	Inspection		Scheduling of inspections by geographic area, project/permit types and inspection types. Allow rescheduling by authorized users.	Y	EnerGov	Phase 3	
368	PER	Inspection		Electronically route permit application for approval and inspection management	Y	EnerGov	Phase 3	
369	PER	Inspection		Creates inspection activity reports	Y	EnerGov	Phase 3	
370	PER	Inspection		Has the Interface with Microsoft Office in order to produce written notifications regarding finding of inspections.	Y	EnerGov	Phase 3	
371	PER	Inspection		Track code violations and related documentation	Y	EnerGov	Phase 3	
372	PER	Inspection		Links all permits and inspections activity to property records, owners and contractors.	Y	EnerGov	Phase 3	
373	PER	Inspection		Provide narrative description of business, notations, etc.	Y	EnerGov	Phase 3	
374	PER	Inspection		Manages contractor information via integration with BL module	Y	EnerGov	Phase 3	
375	PER	Inspection		Offers the flexibility to allow individual departments to manage data and processes based on security	Y	EnerGov	Phase 3	
376	PER	Inspection		Provides a user-defined table of standard or recurring conditions that can be accessed and applied to a permit during permit processing, thereby eliminating the need to key standard' conditions	Y	EnerGov	Phase 3	
377	PER	Inspection		Provides integration with word processing for entry of comments and conditions and produce permit summary documentation	Y	EnerGov	Phase 3	
378	PER	Inspection		Reporting ability to include:		EnerGov	Phase 3	
379	PER	Inspection		History detail by date or customer	Y	EnerGov	Phase 3	
380	PER	Inspection		Aging report	Y	EnerGov	Phase 3	
381	PER	Inspection		Delinquent listing	Y	EnerGov	Phase 3	
382	PER	Inspection		New/ceased business listing	Y	EnerGov	Phase 3	
383	PER	Inspection		Active business report	Y	EnerGov	Phase 3	
384	PER	Enforcement		Ability to track mandatory, inspection-generated and complaint-based enforcement actions	Y	EnerGov	Phase 3	
385	PER	Enforcement		Track evidence of violations	Y	EnerGov	Phase 3	
386	PER	Enforcement		Generate enforcement actions	Y	EnerGov	Phase 3	
387	PER	Enforcement		Produce violation listings with related fines and fees	Y	EnerGov	Phase 3	
388	PER	Enforcement		Notify enforcement officers	Y	EnerGov	Phase 3	
389	PER	Enforcement		Provide tickler capabilities (30 days to abate a violation)	Y	EnerGov	Phase 3	
390	PER	Enforcement		Generate multiple types of fines based on City Ordinance	Y	EnerGov	Phase 3	
391	PER	Enforcement		Provide escalation capabilities of enforcement actions	Y	EnerGov	Phase 3	
392	PER	Enforcement		Generate invoices for non-compliance	Y	EnerGov	Phase 3	
393	PER	Enforcement		Outstanding / delinquent invoices will be attached to their special assessment	Y	EnerGov	Phase 3	
394	PER	Enforcement		Recurring invoices can be created	Y	EnerGov	Phase 3	EnerGov doesn't really do recurring billing, rather invoices are created through workflow or manually as fees are assessed.
395	PER	Enforcement		Need to track classes and types of violations	Y	EnerGov	Phase 3	
396	PER	Enforcement		Auto generate case and violation number	Y	EnerGov	Phase 3	
397	PER	Enforcement		System to create a case to track the citation activity, including:		EnerGov	Phase 3	
398	PER	Enforcement		Type / Purpose (routine, complaint)	Y	EnerGov	Phase 3	
399	PER	Enforcement		Date issued	Y	EnerGov	Phase 3	
400	PER	Enforcement		Resolution / due date	Y	EnerGov	Phase 3	
401	PER	Enforcement		Status (open, closed)	Y	EnerGov	Phase 3	
402	PER	Enforcement		Hearing required?	Y	EnerGov	Phase 3	
403	PER	Enforcement		Hearing date (s)	Y	EnerGov	Phase 3	
404	PER	Enforcement		Hearing Resolution	Y	EnerGov	Phase 3	
405	PER	Enforcement		Elapsed time for case (open to close)	Y	EnerGov	Phase 3	
406	PER	Enforcement		User-defined (provide any limitation in the comments field)	Y	EnerGov	Phase 3	UNLIMITED
407	PER	Security		Ability for the user to establish an online account in order to query their own projects, schedule inspections, etc.	Y	EnerGov	Phase 3	
408	PER	Security		Allows the ability to import and export selected data items to a variety of file formats (Microsoft Word, Excel and Access)	Y	EnerGov	Phase 3	
409	PER	Security		Automatically creates an audit trail to track transactions by user id, date and/or time	Y	EnerGov	Phase 3	
410	PER	Security		Provides field and screen level security and allows for multiple user class configurations for the various modes. Security is to include Set fixed number of login attempts before system lockout.	Y	EnerGov	Phase 3	

411	PER	Security		Security level features to control access (add, edit, delete).	Y	EnerGov	Phase 3	
412	PER	Permits		Tracks temporary use permits. (For example, a temporary permit is good for 60 days and on day 60 the system alerts the user to the pending expiration.)	Y	EnerGov	Phase 3	
413	PER	Permits		Allows users to enter permit applications, store them for immediate retrieval at any time, provide on-line coordination and distribution, display them to review progress, and/or print them on-line	Y	EnerGov	Phase 3	
414	PER	Permits		Allows the user to place a permit on hold. A hold will prohibit the continuance of permit activity for a project until the hold is removed.	Y	EnerGov	Phase 3	
415	PER	Permits		Application allows users to review the progress of a permit/application either by displaying the application and reviewing the activities to which the application is connected, or by accessing individual screens from the main menu to review individual progress	Y	EnerGov	Phase 3	
416	PER	Permits		Automatically verifies all required fees, approvals, and contractor requirements are met prior to issuing a permit.	Y	EnerGov	Phase 3	
417	PER	Permits		Allow for the requirement of another permits being issued prior to issuing a permit for certain permit situations. (Land	Y	EnerGov	Phase 3	
418	PER	Permits		Building permits may stand alone or be associated with an extensive number of trade permits.	Y	EnerGov	Phase 3	
419	PER	Permits		Electronically forward notification to appropriate departments, e.g. Fire Department, that CO has been issued.	Y	EnerGov	Phase 3	
420	PER	Permits		Generate the proper affidavits providing owner/builder with conditions that are relevant to permit type and use	Y	EnerGov	Phase 3	
421	PER	Permits		Inspections can be manually selected by users from an inspection list which may be edited by the City as necessary	Y	EnerGov	Phase 3	
422	PER	Permits		Notify the appropriate employee that an application has been received and that review and approval are needed	Y	EnerGov	Phase 3	
423	PER	Permits		Permits for work within subdivisions that are still under construction (water, sewer, streets, drainage, etc.) are tied to that site work. No Certificate of Occupancy can be issued if the site improvements have not been accepted.	Y	EnerGov	Phase 3	
424	PER	Permits		Provides a permit application function that automates the entire development process, permit recording, processing, and tracking activities	Y	EnerGov	Phase 3	Automated actions based on a wide range of conditional logic and/or workflow completion criteria are configurable by system administrators.
425	PER	Permits		The software is capable of tracking over 100 different permit types.	Y	EnerGov	Phase 3	UNLIMITED
426	PER	Permits		Tracks code violations from initial recording of violation through closing the violation either by compliance or legal action.	Y	EnerGov	Phase 3	
427	PER	Permits		Under specific circumstances, certain permitting activities may not be allowed until violations are corrected.	Y	EnerGov	Phase 3	
428	PER	Permits		Ability to create a workflow to notify various departments when certain types of permits are issued	Y	EnerGov	Phase 3	
429	PER	Plan Review		Ability to accept digital plans	Y	EnerGov	Phase 3	
430	PER	Plan Review		Assign plan review to a single plan reviewer or a team of plan reviewers	Y	EnerGov	Phase 3	
431	PER	Plan Review		Create and distribute plan review checklists and comment sheets	Y	EnerGov	Phase 3	
432	PER	Plan Review		Look up the plan review information by either project number or plan review control number.	Y	EnerGov	Phase 3	
433	PER	Plan Review		Ability to mark up digital plans	Y	EnerGov	Phase 3	
434	PER	Plan Review		Allow for a drop down box for selection of commonly used/standard comments.	Y	EnerGov	Phase 3	EnerGov eReviews has a native integration with Bluebeam Studio Sessions. Bluebeam can store a repository of standard comments for digital document mark-ups (typically they'd be stored there instead of in EnerGov unless they're formal item review corrections).
435	PER	Plan Review		Schedule and assign Preliminary Plan Review appointments	Y	EnerGov	Phase 3	
436	PER	Plan Review		Tie preliminary plan review information to plan review project once plans are officially submitted	Y	EnerGov	Phase 3	
437	PER	Plan Review		Allows for easy entry and tracking of multiple re-submissions for plan review	Y	EnerGov	Phase 3	
438	PER	Plan Review		Allows users to identify, display, and update plan review activities either through the permit application, or by using a separate menu option. Users shall be able to easily store and retrieve plan review activities.	Y	EnerGov	Phase 3	
439	PER	Plan Review		Auto-Assign plan review to last reviewer	Y	EnerGov	Phase 3	
440	PER	Plan Review		Customer ability to pay for preliminary plan review appointment online	Y	EnerGov	Phase 3	

441	PER	Plan Review		Customer can request a preliminary plan review appointment on the web	Y	EnerGov	Phase 3	
442	PER	Plan Review		Full document management integration for mark-up/comments on plans by all reviewers and public access to documents by citizens/contractors	Y	EnerGov	Phase 3	
443	PER	Plan Review		Provides the ability for comments to be created and added to each workflow plan review.	Y	EnerGov	Phase 3	
444	PER	Plan Review		Track and Assign Plan Review	Y	EnerGov	Phase 3	
445	PER	Plan Review		The ability to track plan reviews and permits issued with a plan review number	Y	EnerGov	Phase 3	
446	PER	Plan Review		The ability to immediately give a plan review number upon receipt of an application for plan review.	Y	EnerGov	Phase 3	
447	PER	Plan Review		Track and routes permits through various user-defined processes automatically (activity review functions)	Y	EnerGov	Phase 3	
448	PER	Plan Review		Tracks plan review steps and department comments	Y	EnerGov	Phase 3	
449	PER	Plan Review		Tracks permits that were issued to a specific plan	Y	EnerGov	Phase 3	
450	PER	Plan Review		System to generate renewal letter and reminders for expired licenses	Y	EnerGov	Phase 3	
451	PER	Plan Review		Tracks plan review response times by department.	Y	EnerGov	Phase 3	
452	PER	Conditions of Approval		Allows users to create conditions of approval by accessing an appropriate table in a table maintenance function to identify, define, display, and update conditions as they are met for permits, inspections, plan review, and license issuance.	Y	EnerGov	Phase 3	
453	PER	Conditions of Approval		Allows users to record, track, and disseminate conditions of approval for recent and existing developments.	Y	EnerGov	Phase 3	
454	PER	Conditions of Approval		Function provided to help users identify and display information concerning conditions of approval that affect operations in the system.	Y	EnerGov	Phase 3	
455	PER	Conditions of Approval		Easily store and retrieve real-time City information, as well as have the capability to coordinate and distribute this information to other City departments that have a need for the data.	Y	EnerGov	Phase 3	
456	PER	Field/Mobility		Allow inspectors to access the system using wireless technology. including acceptance of payments.	Y	EnerGov	Phase 3	
457	PER	Field/Mobility		Allows for easy access and printing permit information, application information and current inspections for field inspectors.	Y	EnerGov	Phase 3	
458	PER	Field/Mobility		Electronically notify inspectors of due dates for inspections and corrections.	Y	EnerGov	Phase 3	
459	PER	Field/Mobility		Have a mobile solution for work out in field so inspectors can generate tickets and record information on the job site. The data would then synchronize with the system upon reconnection to the network.	Y	EnerGov	Phase 3	
460	PER	Field/Mobility		Print correction notices from the field	Y	EnerGov	Phase 3	
461	PER	Field/Mobility		Provide for Create permitting kiosks at remote locations that allow all permitting activities	Y	EnerGov	Phase 3	
462	PER	Field/Mobility		Provide for logging of inspection results from field.	Y	EnerGov	Phase 3	
463	PER	Field/Mobility		Citizens (non-city employees) can generate service requests in an online, self-service portal directly with the system/City	Y	EnerGov	Phase 3	Would need to be initiated with Tyler 311
464	PER	Field/Mobility		Citizens (non-city employees) can generate complaints or other communications in an online, self-service portal directly with the system/City	Y	EnerGov	Phase 3	Would need to be initiated with Tyler 311
465	PER	Web Presentation/Gov Portal		Customer ability to request docs and forms online	Y	EnerGov	Phase 3	
466	PER	Web Presentation/Gov Portal		Customers should be able to print comment sheets and checklists	Y	EnerGov	Phase 3	
467	PER	Web Presentation/Gov Portal		Customers should be able to submit electronic forms into the system from the web	Y	EnerGov	Phase 3	
468	PER	Web Presentation/Gov Portal		Customers should have access to permit, inspection and plan review data for their project	Y	EnerGov	Phase 3	
469	PER	Web Presentation/Gov Portal		Ability for internal or external customers to access the system via an online web-portal or self-service area (city website) to log complaints or other information	Y	EnerGov	Phase 3	
470	PER	Web Presentation/Gov Portal		The software provides the following on-line capabilities:		EnerGov	Phase 3	
471	PER	Web Presentation/Gov Portal		Complete and submit applications	Y	EnerGov	Phase 3	
472	PER	Web Presentation/Gov Portal		Pay fees are PCI compliant	Y	EnerGov	Phase 3	WHEN DONE THROUGH TYLER'S CASHIERING MODULE
473	PER	Web Presentation/Gov Portal		View existing applications or permits and comments	Y	EnerGov	Phase 3	
474	PER	Web Presentation/Gov Portal		View plan review status	Y	EnerGov	Phase 3	
475	PER	Web Presentation/Gov Portal		Request inspections and view inspection results	Y	EnerGov	Phase 3	
476	PER	Web Presentation/Gov Portal		Submit code enforcement or zoning complaints	Y	EnerGov	Phase 3	Would need to be initiated with Tyler 311
477	PER	Web Presentation/Gov Portal		Collect miscellaneous customer feedback	I	EnerGov	Phase 3	Not a natively provided function of EnerGov's Citizen Self Service portal.

## City Council Action Item

**Council Meeting Date:** October 28, 2021

**Department:** Administration

**Agenda Item: Consider Adoption of the 2022-2026 Capital Improvement Program (CIP)**

**Background/Description of Item:**

The Governing Body reviewed projects and funding recommendations from staff at the October 14, 2021, CIP Work Session. Council provided direction regarding funding new projects and providing additional funding for other projects as recommended by staff. In addition, Council requested a few projects be moved from the unfunded list to funded status. Finally, Council added some projects to the Unfunded list.

The attached schedule shows the projects that have been funded by the Governing Body in the past and now includes the updated amounts for projects receiving additional funding as well as new projects.

The projects and with additional funding are:

<b>Project</b>	<b>Original Funded Amount</b>	<b>Additional Funding</b>	<b>New Funded Amount</b>
ERP Software Acquisition/Implementation	\$240,000	\$35,000	\$275,000

The new funded projects are:

<b>Project</b>	<b>Funded Amount</b>
IBC/IRC Code Update	\$27,300
Library Brick Repair	\$63,500
Library Roof Replacement	\$75,600
2 <sup>nd</sup> St: Nelson-Termination of Grade Sep	\$4,900,500
Security Cameras/Access Control Exploration	\$10,000
Edgerton Lake Park/Dam Exploration	\$75,000
Trail Master Plan	\$50,000
Martin Creek Park Exploration	\$125,000
Manor Park Monument Sign	Incl in Glendell Acres Project

Council added projects added to the unfunded projects list. Those include:

<b>Project</b>	<b>Unfunded List</b>
Security Cameras/Access Control Implementation	Unfunded General City Projects – Facilities

Adoption of the CIP will establish the funding, budget and time frame for the projects as listed on the Funded Projects Schedule. As projects move through the stages of the project life cycle, staff will bring contracts, funding/cost changes, timing changes, etc., to Council for approval.

**Related Ordinance(s) or Statue(s):** N/A

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**Funding Source:** Various sources as described on individual project sheets.

**Budget Allocated:** Various amounts as listed on the 2022-2026 CIP Funded Projects List

*x Karen E. Kindle*  
Karen Kindle, Finance Director

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**Recommendation: Adopt the 2022-2026 Capital Improvement Program (CIP)**

**Enclosed:** 2022-2026 Schedule of Funded Projects  
Funding Sources Forecast for the 2022-2026 CIP  
Individual Project Sheets for Funded Projects

**Prepared by:** Karen Kindle, Finance Director

## 2022-2026 CIP FUNDED PROJECTS



### Citywide Projects

	Project Name	2022-2026 CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
1	Unified Development Code Update	\$ 110,000	Design	25%	25%	Dec-17	Nov-23	Discontinued use of outside consultant in early 2019. Project completed by City Staff. Chapters 4, 7, 10, 12 and 16 have been approved by Council.
2	207th Street Grade Separation	\$ 12,000,000	Construction	75%	60%	Jan-18	May-22	Preparing to pour the bridge. Substantial completion Dec 2021. Final completion May 2022. Scope increased to include intersection at 8th & Braun.
3	The Greenspace	\$ 4,130,000	Design	10%	10%	Apr-19	TBD	Public input process held during first half of 2019. Converted project from design/build to design/bid/build. Architect on board. Construction phase timing to be determined.
4	Space Needs Study for City Hall	\$ 50,000	Design	0%	0%	Sep-21	TBD	The work of this project will be done in conjunction with The Greenspace Project. Architect on board. Construction phase timing to be determined.
5	Intersection Improvements: Turn Lanes at US 56 & 199th St	\$ 200,000	Construction	100%	90%	Oct-18	Dec-22	Project is KDOT led. Construction is substantially complete. City's only role to reimburse ROW acquisition and utility relocation.
6	Comprehensive Plan Update	\$ 150,000	Concept	0%	0%	Nov-21	Nov-23	RFQ for consultant to be issued in 4th quarter 2021.
7	ERP Software Exploration	\$ 75,000	Design	90%	90%	May-19	Dec-21	Council approved contract for consultant (GFOA) on 7/25/2019. RFP issued in February 2020. Responses received from two firms on April 8, 2020. Demos held in June 2020. Site visits completed in August 2020. Contract negotiations ongoing.
8	Stormwater Master Plan	\$ 174,895	Design	90%	80%	Jan-20	Oct-21	Finalizing report.
9	Glendell Acres Park Renovation	\$ 740,867	Design	30%	30%	Nov-19	TBD (depends on availability of materials)	Consultant hired. Public input process complete. Design concept work session held with Council on 9/9/2021.
10	Wastewater Master Plan	\$ 294,073	Design	90%	80%	Jan-20	Oct-21	Finalizing report.
11	2021 CDBG Project 7th Street and Nelson Sanitary Sewer Project	\$ 518,000	Construction	60%	40%	Dec-19	Dec-21	Sections of existing sanitary sewer main to be replaced in the vicinity of 7th Street and Nelson Street based on documented problems on the line. CDBG grant application approved by Council on 5/28/2020 and submitted to Johnson County. Grant funding of \$200,000 awarded. Contractor hired.
12	ERP Software Acquisition	\$ 275,000	Concept	0%	0%	Jan-20	Dec-23	Consensus to fund at 10/10/2019 CIP Work Session.
13	Nelson: E. 3rd St. - W. 8th St. (CARS)	\$ 202,300	Concept	15%	15%	Jan-21	Dec-22	Consensus to fund at 10/10/2019 CIP Work Session. Project approved by CARS. Funding allocation reduced from \$88,000 to \$79,000.
14	Streetlight Inventory	\$ 16,500	Concept	0%	0%	Mar-21	Aug-22	Consensus to fund at 10/10/2019 CIP Work Session. RFP for consultant in process.



**2022-2026 CIP  
FUNDED PROJECTS**

15	Streetlight Study	\$ 50,000	Concept	0%	0%	Mar-21	Aug-22	Consensus to fund at 10/10/2019 CIP Work Session. RFP for consultant in process.
16	Water System Analysis	\$ 27,500	Design	50%	50%	May-21	TBD	Consultant hired. In the data processing stage.
17	2021 Street Preservation Program	\$ 94,216	Construction	25%	50%	Jan-21	Dec-21	Street maintenance program presentation at the 10/8/2020 City Council meeting. Includes funding from gas tax from both 2020 and 2021. Contractor hired.
18	2022 Street Preservation Program	\$ 76,980	Concept	0%	0%	Jan-22	Dec-22	Street maintenance program presentation at the 10/8/2020 City Council meeting.
19	2023 Street Preservation Program	\$ 145,880	Concept	0%	0%	Jan-23	Dec-23	Street maintenance program presentation at the 10/8/2020 City Council meeting.
20	2024 Street Preservation Program	\$ 145,880	Concept	0%	0%	Jan-24	Dec-24	Street maintenance program presentation at the 10/8/2020 City Council meeting.
21	2025 Street Preservation Program	\$ 145,880	Concept	0%	0%	Jan-25	Dec-25	Street maintenance program presentation at the 10/8/2020 City Council meeting.
22	2026 Street Preservation Program	\$ 145,880	Concept	0%	0%	Jan-26	Dec-26	Street maintenance program presentation at the 10/8/2020 City Council meeting.
23	IBC/IRC Code Update	\$ 27,300	Concept	0%	0%	Dec-21	Dec-22	GBA will prepare 3 options for the City Council to consider regarding which version of the code to adopt.
24	Library Brick Repairs	\$ 63,500	Concept	0%	0%	Dec-21	Dec-22	Repair deteriorated brick on the East and West walls of the Library and the patio walls.
25	Library Roof Replacement	\$ 75,600	Concept	0%	0%	Dec-21	Dec-22	Replace the Library roof.
26	2nd St: Nelson-Termination of Grade Sep	\$ 4,900,500	Concept	0%	0%	Jan-22	Dec-24	Design and construct this portion of 2nd Street.
27	City Facility Security Exploration	\$ 10,000	Concept	0%	0%	Jan-23	Dec-23	Assess current security measures and related risks. Identify measures to mitigate risks. Develop a plan to implement the risk mitigation measures including estimated costs of projects.
28	Edgerton Lake Park/Dam Exploration	\$ 75,000	Concept	0%	0%	Jan-23	Dec-23	Develop a plan for renovating Edgerton Lake Park, including any work needed to be done to the dam. To include grant funding options.
29	Trail Master Plan	\$ 50,000	Concept	0%	0%	Jan-23	Dec-23	Develop an inventory of the City's trails and list opportunities for additional trails and connecting to other trails in the area. To include grant funding opportunities.
30	Martin Creek Park Exploration	\$ 125,000	Concept	0%	0%	Jan-25	Dec-25	Develop a plan for renovating Martin Creek Park.
31	Manor Park Monument Sign	incl in Glendell Acres Park Project	Concept	0%	0%	Nov-19	TBD (depends on availability of materials)	To be done as part of Glendell Acres Park Renovation project. Cost to come out of that project.

**Homestead Ln TIF**

Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
32 On-the-Go Street/Sewer (200th St.)	\$ 1,750,000	Construction	95%	95%	Jul-20	Dec-21	200th Street is complete. Sewer portion is substantially complete.

**2022-2026 CIP  
FUNDED PROJECTS**

**LPKC Phase 1**

Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
None.							

**LPKC Phase 2**

Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
33 Corliss Rd Adjacent to IP 52	\$ 1,904,771	Construction	70%	80%	Jun-21	12/1/2021	Construction in progress.



## 2022-2026 CIP Funding Sources

	Available Balance 12/31/2020	2021	2022	2023	2024	2025	2026	Total
<b>General Fund</b>	<i>The money available for this funding source comes from the estimated fund balance in excess of the reserve requirement. The City's policy requires the reserve amount to be 17% - 25% of budgeted revenues. The amounts listed here are the funds in excess of 25% of budgeted revenues. Funds in excess of the reserve requirement can be used for one-time expenditures. This funding source should not be used for recurring items as there isn't any guarantee that there will be fund balance in excess of the reserve requirement each year.</i>							
Forecast	\$ 1,006,810	\$ (23,931)	\$ (300,384)	\$ -	\$ -	\$ -	\$ -	\$ 682,495
Committed in CIP		182,800	264,550	-	-	-	-	447,350
Available Amount	\$ 1,006,810	\$ 800,079	\$ 235,145	\$ 235,145	\$ 235,145	\$ 235,145	\$ 235,145	\$ 235,145
<b>Special Highway Fund</b>	<i>This fund receives the gas tax, and according to state statute the money can only be used on roads.</i>							
Forecast	\$ -	\$ 46,130	\$ 45,880	\$ 45,880	\$ 45,880	\$ 45,880	\$ 45,880	\$ 275,530
Committed in CIP		40,030	51,980	45,880	45,880	45,880	45,880	275,530
Available Amount	\$ -	\$ 6,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Special Park &amp; Rec Fund</b>	<i>This fund receives 1/2 of the alcohol tax, and according to state statute can only be spent on parks.</i>							
Forecast	\$ 30,531	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 60,531
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 30,531	\$ 35,531	\$ 40,531	\$ 45,531	\$ 50,531	\$ 55,531	\$ 60,531	\$ 60,531
<b>Street Excise Tax</b>	<i>This funding source comes from the excise tax charged when platting land outside of LPKC. Use of this funding source is limited to street/road projects.</i>							
Forecast	\$ 154,010	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,010
Committed in CIP		86,329	-	-	-	-	-	86,329
Available Amount	\$ 154,010	\$ 68,681	\$ 68,681	\$ 68,681	\$ 68,681	\$ 68,681	\$ 68,681	\$ 68,681
<b>Park Impact Fee</b>	<i>This funding source comes from the park impact fee charged when a building/home is being constructed. Use of this funding source is limited to park projects. This is a one-time source of funding.</i>							
Forecast	\$ 221,464	\$ 84,222	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 305,686
Committed in CIP		-	-	75,000	-	-	-	75,000
Available Amount	\$ 221,464	\$ 305,686	\$ 305,686	\$ 230,686	\$ 230,686	\$ 230,686	\$ 230,686	\$ 230,686

*\*Note: Council has discussed dedicating up to \$200,000 in additional funding for the Glendell Acres project from this source.*

## 2022-2026 CIP Funding Sources



	Available Balance 12/31/2020	2021	2022	2023	2024	2025	2026	Total
<b>CARS</b>	<i>The City applies to the Johnson County CARS program for funding, and if approved must enter into an interlocal agreement with Johnson County. Generally, the CARS program will pay 50% of allowed project costs. These funds are limited to the specific road project listed in the agreement.</i>							
Forecast	\$ 1,000,000	\$ 79,000						\$ 1,079,000
Committed in CIP	1,000,000	79,000	-	-	-	-	-	1,079,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>KDOT</b>	<i>These funds are granted by KDOT and governed by an interlocal agreement with KDOT. These funds can only be used on the specific road project listed in the agreement.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other Cities</b>	<i>This source represents the funding that another city or Johnson County is providing for a joint project. The funds are governed by the interlocal agreement and can only be spent on the project(s) listed in the agreement.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grants</b>	<i>Grants can come from many sources. However, all grant money is governed by the grant agreement, and can only be used for the projects listed in the grant agreement.</i>							
Forecast	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Committed in CIP	200,000	-	-	-	-	-	-	200,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PIF Maintenance Fee (Life of abatement 10 yrs)</b>	<i>This funding source comes from the 9¢ per square foot of buildings at LPKC. The money comes from the Public Infrastructure Fund (PIF) and is transferred to the various funds as determined by Council approved uses. The calculation is based on square feet on January 1st and payment is received throughout the year. The amounts in this forecast reflect 100% of the forecasted amount for this revenue source less amounts approved for other uses besides capital projects (i.e, equipment reserve, partial allocation of staff salary/benefits, etc). Timing of receipt of funds is based on the flow of funds per the trust agreement with the developer.</i>							
Forecast	\$ -	\$ -	\$ 388,767	\$ 338,937	\$ 353,230	\$ 293,472	\$ -	\$ 1,374,406
Committed in CIP	-	-	35,000	100,000	100,000	100,000	100,000	435,000
Available Amount	\$ -	\$ -	\$ 353,767	\$ 592,704	\$ 845,934	\$ 1,039,406	\$ 939,406	\$ 939,406

## 2022-2026 CIP Funding Sources



	Available Balance 12/31/2020	2021	2022	2023	2024	2025	2026	Total
<b>Economic Development Fund</b>	<i>This funding source comes from the 14¢ per square foot of buildings at LPKC Phase 2. The money comes from the Phase 2 Public Infrastructure Fund (PIF). The calculation is based on square feet on January 1st. The amounts in this forecast reflect 100% of the forecasted amount for this revenue source. The fee lasts for the term of the abatement on the building (10 years). The funds can only be used for economic development purposes. Timing of receipt of funds is based on the flow of funds per the trust agreement with the developer.</i>							
Forecast	\$ 388,526	\$ 386,956	\$ 531,143	\$ 531,143	\$ 531,143	\$ 531,143	\$ 531,143	\$ 3,431,197
Committed in CIP		-	-	50,000	-	125,000	-	\$ 175,000
Available Amount	\$ 388,526	\$ 775,482	\$ 1,306,625	\$ 1,787,768	\$ 2,318,911	\$ 2,725,054	\$ 3,256,197	\$ 3,256,197
<b>Non-LPKC Origination Fees</b>	<i>These fees are charged on sales tax only IRB issues for entities outside of LPKC Phases 1 and 2.</i>							
Forecast	\$ 51,646	\$ 25,093	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,739
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 51,646	\$ 76,739	\$ 76,739	\$ 76,739	\$ 76,739	\$ 76,739	\$ 76,739	\$ 76,739
<b>Water Fund</b>	<i>This is the fund balance in excess of reserve requirements.</i>							
Forecast	\$ 74,753	\$ (24,251)	\$ (23,002)	\$ -	\$ -	\$ -	\$ -	\$ 27,500
Committed in CIP		27,500	-	-	-	-	-	27,500
Available Amount	\$ 74,753	\$ 23,002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>System Dev Fee - Water</b>	<i>This funding source comes from the fee charged when a new connection is made to the water system. Use of this funding source is limited to construction of the water system.</i>							
Forecast	\$ 21,472	\$ 4,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,772
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 21,472	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772	\$ 25,772
<b>Sewer Fund</b>	<i>This is the fund balance in excess of reserve requirements.</i>							
Forecast	\$ 388,754	\$ 7,150	\$ 49,873	\$ (80,832)	\$ (38,222)	\$ (26,598)	\$ (6,556)	\$ 293,569
Committed in CIP		118,000	-	-	-	-	-	118,000
Available Amount	\$ 388,754	\$ 277,904	\$ 327,777	\$ 246,945	\$ 208,723	\$ 182,125	\$ 175,569	\$ 175,569
<b>System Dev Fee - Sewer</b>	<i>This funding source comes from the fee charged when a new connection is made to the sewer system. Use of this funding source is limited to construction of the sewer system.</i>							
Forecast	\$ 659,208	\$ 165,361	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 824,569
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 659,208	\$ 824,569	\$ 824,569	\$ 824,569	\$ 824,569	\$ 824,569	\$ 824,569	\$ 824,569

## 2022-2026 CIP Funding Sources



	Available Balance 12/31/2020	2021	2022	2023	2024	2025	2026	Total
<b>GO Bonds</b>	<i>This funding source reflects issue general obligation bonds for a project. The bond proceeds can only be used for the project(s) for which the bonds were issued. Any money left over is used to pay down the bonds.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP								
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Temp Notes</b>	<i>This funding source reflects issuing general obligation temporary notes for a project. The temp note proceeds can only be used for the project(s) for which the notes were issued. Any money left over is used to pay off the notes. Temp notes are usually issued for a maturity of one year and can be renewed annually until they are paid off. They are a short-term financing mechanism to cover cash flows of a project until the funding sources are received.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP								
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Revolving Loan Fund</b>	<i>This funding source represents revolving loan funds received from the State of Kansas. Use of this funding source is limited to the project(s) listed in the revolving loan fund agreement.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP								
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PIF - LPKC Phase 1</b>	<i>The use of this funding source is governed by the financing agreement for LPKC.</i>							
Forecast	\$ -	\$ 9,894,161	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ 12,894,161
Committed in CIP		9,894,161	3,000,000					12,894,161
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PIF - LPKC Phase 2</b>	<i>The use of this funding source is governed by the financing agreement for LPKC Phase 2.</i>							
Forecast	\$ -	\$ 1,904,771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,904,771
Committed in CIP		1,904,771						1,904,771
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TIF</b>	<i>The use of this funding source is governed by the TIF Statutes and TIF Project Plans.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP								
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## 2022-2026 CIP Funding Sources



	Available Balance 12/31/2020	2021	2022	2023	2024	2025	2026	Total
<b>Other</b>	<i>This represents funding sources not otherwise categorized.</i>							
Forecast	\$ -	\$ -	\$ 69,550	\$ -	\$ 1,900,500	\$ -	\$ -	\$ 1,970,050
Committed in CIP			69,550	-	1,900,500	-	-	1,970,050
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## City of Edgerton Project Cost Sheet

Project Number:	8044	Funding Status:	Funded
Dept:	Community Development	Project Status:	Design
Citizen Survey:	N/A	Project Manager:	Katy Crow
Secondary Citizen Survey:	N/A		

**Project Name:** Unified Development Code Update

**Project Description:** The City of Edgerton did tremendous work on the Unified Development Code Industrial regulations in preparation for Logistics Park Kansas City. However, many other sections of the UDC need updating to reflect the shared vision of the future of Edgerton to help facilitate the correct location and type of development. These updates would focus mainly on residential and commercial, but would include smaller updates to the Industrial and Site Plans sections. Updating the Comprehensive Plan as a community would lay the foundation for the update to the Development Code.

**Operations Impact:** Update is being done 100% in house by staff currently in place. While it is a priority to complete the update process, staff has day to day work that also must be completed while working on the UDC update concurrently. No overtime has been authorized for non-exempt staff.

**Additional Staff:** Chris Clinton

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**

**Year of Completion**

**Inflation Factor:**

Project Cost	Todays \$	2018	2019	2020	2021	2022	2023
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	84,824	21,716	23,109	-	-	-	39,999
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,176	102	-	444	-	-	4,630
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	20,000	-	3,674	88	88	-	16,150
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 110,000</b>	<b>\$ 21,818</b>	<b>\$ 26,783</b>	<b>\$ 532</b>	<b>\$ 88</b>	<b>\$ -</b>	<b>\$ 60,779</b>

Project Financing							
General Fund	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 110,000</b>	<b>\$ 110,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	8039
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Construction
<b>Project Manager:</b>	Dan Merkh

**Project Name:** 207th Street Grade Separation

**Project Description:** The 207th Street Grade Separation project would construct a new bridge at the intersection of 207th Street and Co-op Road to elevate the road over the Burlington Northern Santa Fe Railway Transcon Line and neighboring creek. Both 207th Street and Co-op Road are designated truck routes. Therefore, vehicles using the grade separation would include cars, trucks (with freight and particularly agricultural use). Edgerton anticipates the bridge would also be constructed to accommodate other multi-modal users such as pedestrians and bicyclists. It would also allow uninterrupted movement of freight via rail. Includes improvements to the intersection at 8th & Braun.

**Operations Impact:** This project will add a bridge to the City's list of bridges that would need to be inspected and maintained.

**Additional Staff:** Beth Linn  
Brian Stanley

**Outside Funding Available?** Yes

**Notes:** Eligible for CARS funding in 2021

<b>Year of Design</b>	2018-2020	<b>Year of Completion</b>	2022
<b>Year of Construction</b>	2021		

**Inflation Factor:**

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<b>Project Cost</b>	<b>Today's \$</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	988,800	-	143,581	618,386	106,488	120,345	-
Construction	8,988,400	-	-	-	-	8,988,400	-
Construction Inspection	582,510	-	-	-	-	582,510	-
City Engineer	186,000	5,049	4,386	10,228	7,533	158,804	-
Utility Relocation	77,000	-	-	13,042	31,044	32,914	-
Land Acquisition/ROW/Easements	1,152,648	-	-	4,402	1,137,246	11,000	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	24,642	-	2,525	7,378	14,551	188	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 12,000,000</b>	<b>\$ 5,049</b>	<b>\$ 150,492</b>	<b>\$ 653,436</b>	<b>\$ 1,296,862</b>	<b>\$ 9,894,161</b>	<b>\$ -</b>

<b>Project Financing</b>							
CARS	1,000,000	-	-	-	-	1,000,000	-
PIF - LPKC Phase 1	11,000,000	5,049	150,492	653,436	1,296,862	8,894,161	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 12,000,000</b>	<b>\$ 5,049</b>	<b>\$ 150,492</b>	<b>\$ 653,436</b>	<b>\$ 1,296,862</b>	<b>\$ 9,894,161</b>	<b>\$ -</b>



**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	8052
<b>Dept:</b>	Facilities
<b>Primary Citizen Survey:</b>	5 - Facilities
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh

**Project Name:** Space Needs Study for City Hall

**Project Description:** City Hall has reached its capacity for housing staff. As the City continues to grow and mature, so will the needs for additional services and/or staff. A Space Needs Study would identify the future needs for services (for both the citizens and staff) and for housing of staff. This study would help provide the foundation to identify possible additional solutions to provide services/house staff in other facilities. It would also identify the needs for the renovation of City Hall and any challenges/limitations with regard to its status on the historic registry.

**Operations Impact:**

**Additional Staff:** Brian Stanley  
Beth Linn

**Outside Funding Available?** No

**Notes:**

**Year of Design** 2021-TBD  
**Year of Construction** TBD  
**Year of Completion** TBD

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	50,000	-	-	-	-	-	50,000
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>

<b>Project Financing</b>							
General Fund	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## City of Edgerton Project Cost Sheet

<b>Project Number:</b>	8043
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Construction
<b>Project Manager:</b>	Dan Merkh

**Project Name:** Hwy 56 & 199th Street Intersection Improvements

**Project Description:** This project would add turn lanes to the intersection of US Hwy 56 and 199th Street. This would be a joint project with Johnson County and KDOT, with KDOT administering the project. The City and Johnson County would be responsible for ROW acquisition costs and utility relocations, not to exceed \$400,000, with the City's estimated portion being \$200,000. Reimbursement to KDOT is estimated to occur in 2022.

**Operations Impact:** Improves the safety of this intersection, especially when the railroad crossing is occupied.

**Additional Staff:** Karen Kindle

**Outside Funding Available?** Yes

**Notes:**

**Year of Design** 2019  
**Year of Construction** 2020

**Year of Completion** 2022

**Inflation Factor:**

<b>Project Cost</b>	<b>Today's \$</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	2,000	-	-	-	-	-	2,000
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	198,000	-	-	-	-	-	198,000
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$200,000</b>

<b>Project Financing</b>							
General Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Community Development
<b>Primary Citizen Survey:</b>	N/A
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Katy Crow

**Project Name:** Comprehensive Plan Update

**Project Description:** The updating of a comprehensive plan allows Edgerton citizens, elected and appointed officials, business owners and interested members of the public an opportunity to identify a vision for the future of Edgerton. The process identifies the elements of that shared vision, infrastructure and facilities needed to support that shared vision, the location and types of development desired in the future. One of the areas of concentration that was not completed during the last update was articulating the vision for downtown.

**Operations Impact:** The Comprehensive Plan is an integral part of how staff reviews rezonings, planning submissions and revisions to the Unified Development Code. An RFP will be outlined in the 3rd quarter of 2020 with the completion of the project occurring in 2022.

**Additional Staff:** Chris Clinton

**Outside Funding Available?** No

**Notes:**

**Year of Design** 2021-2023  
**Year of Construction** n/a

**Year of Completion** 2023

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	\$ -
Design	150,000	-	-	75,000	75,000	-	-	\$ 150,000
Construction	-	-	-	-	-	-	-	\$ -
Construction Inspection	-	-	-	-	-	-	-	\$ -
City Engineer	-	-	-	-	-	-	-	\$ -
Utility Relocation	-	-	-	-	-	-	-	\$ -
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-	\$ -
Permits	-	-	-	-	-	-	-	\$ -
Misc. (Legal, recording fees)	-	-	-	-	-	-	-	\$ -
Contingency	-	-	-	-	-	-	-	\$ -
<b>Total Cost</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,000</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>

<b>Project Financing</b>								
General Fund	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
<b>Total Funding Sources</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh

**Project Name:**

**Project Description:**

**Operations Impact:**

**Additional Staff:** Trey Whitaker

**Outside Funding Available?**

**Notes:**

<b>Year of Design</b>	2021
<b>Year of Construction</b>	2021

**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	10,000	-	-	-	10,000	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,000	-	-	-	5,000	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	500	-	-	-	500	-	-
Contingency	1,000	-	-	-	1,000	-	-
<b>Total Cost</b>	<b>\$ 16,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,500</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 16,500	\$ -	\$ -	\$ 16,500	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 16,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	8075
<b>Dept:</b>	Administration
<b>Primary Citizen Survey:</b>	N/A
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Design
<b>Project Manager:</b>	Karen Kindle

**Project Name:** ERP Software Exploration

**Project Description:** The City would utilize the services of a consultant to examine business process and determine the software needs of the City prior to soliciting proposals for new software. The consultant would assist the City with all stages of the software acquisition process (RFP, vendor demos, contract negotiations, implementation, etc.). The consultant would be independent of the software companies and work only for the City.

**Operations Impact:**

**Additional Staff:** Katy Crow Dan Merkh  
Justin Vermillion Beth Linn

**Outside Funding Available?** No

**Notes:**

**Year of Design** 2019-2020  
**Year of Construction** n/a  
**Year of Completion** 2021

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	75,000	169	27,432	47,399	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 75,000</b>	<b>\$ 169</b>	<b>\$ 27,432</b>	<b>\$ 47,399</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 75,000</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## City of Edgerton Project Cost Sheet

<b>Project Number:</b>	8076
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Design
<b>Project Manager:</b>	Dan Merkh

**Project Name:** Stormwater Master Plan

**Project Description:** The Stormwater Master Plan will help to identify the correct stormwater solutions related to maintenance and repair projects, as well as new construction and development. A Stormwater Master Plan will help to identify areas of deficiency with in the City of Edgerton's Stormwater network.

**Operations Impact:** This project/program will have very little or no impact on the day to day operations of the City or residents.

**Additional Staff:**

**Outside Funding Available?**

**Notes:** Funding might be available from Johnson County SMAC.

**Year of Design**   
**Year of Construction**

**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	159,895	-	27,291	132,604	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	14,914	-	3,108	11,806	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	86	-	86	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 174,895</b>	<b>\$ -</b>	<b>\$ 30,485</b>	<b>\$ 144,410</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 174,895	\$ 160,000	\$ 14,895	\$ -	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 174,895</b>	<b>\$ 160,000</b>	<b>\$ 14,895</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## City of Edgerton Project Cost Sheet

Project Number:	8074	Funding Status:	Funded
Dept:	Parks	Project Status:	Design
Primary Citizen Survey:	2 - Parks	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

**Project Name:** Glendell Acres Park Renovation

**Project Description:** Design and renovate Glendell Acres Park with new equipment, a finished sidewalk system, re-purposed greenspaces, and landscaping.

**Operations Impact:** Updating this neighborhood park will lower safety hazards, increase attractiveness, and provide more enjoyable recreational activities for citizens.

**Additional Staff:** Trey Whitaker  
Brian Stanley

**Outside Funding Available?** No

**Notes:** Used 7.5% of construction cost for inspection estimates, 5% of project cost for city engineer and contingency estimates. This is half of estimates David Hamby gave for sewer projects.

**Year of Design** 2021  
**Year of Construction** TBD

**Year of Completion** TBD

**Inflation Factor:**

Project Cost	Today's \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	54,878	-	-	54,878	-	-	-
Construction	583,820	-	-	-	583,820	-	-
Construction Inspection	43,787	-	-	-	43,787	-	-
City Engineer	29,191	-	-	5,000	24,191	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	700	-	-	700	-	-	-
Contingency	28,491	-	-	-	28,491	-	-
<b>Total Cost</b>	<b>\$ 740,867</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,578</b>	<b>\$680,289</b>	<b>\$ -</b>	<b>\$ -</b>

Project Financing							
Park Impact Fee	740,867	740,867	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 740,867</b>	<b>\$ 740,867</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## City of Edgerton Project Cost Sheet

Project Number:	8077	Funding Status:	Funded
Dept:	Sewer	Project Status:	Design
Primary Citizen Survey:	6 - Sewer	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

**Project Name:** Wastewater Master Plan

**Project Description:** Develop a master plan for the wastewater utility, including GIS mapping of utility infrastructure.

**Operations Impact:** Will help the City identify and program future wastewater projects.

**Additional Staff:** Mike Mabrey

**Outside Funding Available?** Unknown

**Notes:**

**Year of Design** 2020-2021  
**Year of Construction** n/a

**Year of Completion** 2021

**Inflation Factor:**

Project Cost	Today's \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	279,073	-	172,827	106,246	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	15,000	-	5,661	9,339	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 294,073</b>	<b>\$ -</b>	<b>\$ 178,488</b>	<b>\$ 115,585</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Project Financing							
System Dev Fee - Sewer	294,073	275,000	19,073	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 294,073</b>	<b>\$ 275,000</b>	<b>\$ 19,073</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	8084
<b>Dept:</b>	Sewer
<b>Primary Citizen Survey:</b>	6 - Sewer
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Design
<b>Project Manager:</b>	Dan Merkh

**Project Name:** 2021 CDBG Project

**Project Description:** Replace approximately 1200 linear feet of clay tile sanitary sewer line, using the estimate cost for Pipe Bursting as provided by David Hamby, City Engineer. Project will Start on West 7th Street, moving south to the line that runs just north of W Nelson St and heading east until it reaches the west end of Edgerton Elementary, where the line will then run North up to connect to the line that runs behind Edgerton Elementary. Staff will replace as much linear feet as is allowed by budget and look into appropriate replacement method and line size during design.

**Operations Impact:** Replacing the clay tile sanitary sewer line would reduce inflow and infiltration of stormwater into the City's sewer system, reducing treatment costs at the sewer plant. I & I won't be eliminated since there would still be some I & I from the clay tile lines on private property.

**Additional Staff:** Mike Mabrey  
Brian Stanley

**Outside Funding Available?** Yes

**Notes:** The City plans to apply for CDBG funds, which would require matching funds from the City. Estimated cost at \$260 per linear foot at 1200 linear feet, per David Hamby recommendation for Pipe Bursting method.

**Year of Design** 2020  
**Year of Construction** 2021

**Year of Completion** 2021

**Inflation Factor:**

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<b>Project Cost</b>	<b>Today's \$</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	31,200	-	-	-	31,200	-	-
Construction	312,000	-	-	-	312,000	-	-
Construction Inspection	46,800	-	-	-	46,800	-	-
City Engineer	31,200	-	633	222	30,345	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	15,600	-	-	-	15,600	-	-
Contingency	81,200	-	-	-	81,200	-	-
<b>Total Cost</b>	<b>\$ 518,000</b>	<b>\$ -</b>	<b>\$ 633</b>	<b>\$ 222</b>	<b>\$ 517,145</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>		<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Grants	200,000	-	-	-	200,000	-	-
Sewer Fund	318,000	-	-	200,000	118,000	-	-
<b>Total Funding Sources</b>	<b>\$ 518,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ 318,000</b>	<b>\$ -</b>	<b>\$ -</b>

## City of Edgerton Project Cost Sheet

Project Number:	8097	Funding Status:	Funded
Dept:	Administration	Project Status:	Concept
Primary Citizen Survey:	N/A	Project Manager:	Karen Kindle
Secondary Citizen Survey:	N/A		

**Project Name:** ERP Software Acquisition/Implementation

**Project Description:** Purchase an enterprise resource planning (ERP) management information system, a system of integrated applications used to manage the City's operations and automate various functions within the City, such as permits, licenses, budget and accounting, payroll, human resources, work orders, customer relationship management (CRM), court, etc. The City consistently experiences issues with the current software's core functions, which require significant staff time to resolve and cause routine processes to take much longer than needed. In addition, the current software lacks features needed for the City's operations or features that are not adequate to meet the City's needs. For example, the software includes a project accounting feature, but the reporting is limited. The software also has a budgeting feature, but staff must still maintain several spreadsheets outside of the system in order to prepare the annual budget. While the software company makes updates to the functionality on an annual basis, they don't always include what the City needs. In addition, the software is Microsoft Access based, while the current technology is .Net. .Net technology allows for more features, including automated work flows and reporting.

**Operations Impact:** Having the ability to automate processes within the City, having increased system reliability and having better reporting will save staff time and improve customer service.

**Additional Staff:** Justin Vermillion Katy Crow  
Dan Merkh Beth Linn

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**  **Year of Completion**

**Inflation Factor:**

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	275,000	-	-	75,000	135,000	65,000	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 275,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,000</b>	<b>\$ 135,000</b>	<b>\$ 65,000</b>	<b>\$ -</b>

Project Financing							
General Fund	\$	275,000	\$	-	\$ 150,000	\$ 80,000	\$ 45,000
<b>Total Funding Sources</b>	<b>\$</b>	<b>275,000</b>	<b>\$</b>	<b>-</b>	<b>\$ 150,000</b>	<b>\$ 80,000</b>	<b>\$ 45,000</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh

**Project Name:** Nelson St.: 3rd St. - 8th St.

**Project Description:** Nelson: 3rd - 8th. CARS This project consists of a street maintenance/rehab application to the roadway.

**Operations Impact:**

**Additional Staff:** Trey Whitaker

**Outside Funding Available?** Yes

**Notes:** Eligible for CARS funding.

**Year of Design** 2021  
**Year of Construction** 2022

**Year of Completion** 2022

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	18,600	-	18,600	-	-	-	-
Construction	155,000	-	-	155,000	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	6,200	-	-	6,200	-	-	-
Utility Relocation	5,000	-	-	5,000	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	1,500	-	-	1,500	-	-	-
Misc. (Legal, recording fees)	500	-	-	500	-	-	-
Contingency	15,500	-	-	15,500	-	-	-
<b>Total Cost</b>	<b>\$ 202,300</b>	<b>\$ -</b>	<b>\$ 18,600</b>	<b>\$ 183,700</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 36,971	\$ 27,971	\$ 9,000	\$ -	\$ -	\$ -	\$ -
Street Excise Tax	86,329	-	86,329	-	-	-	-
CARS	79,000	-	-	79,000	-	-	-
<b>Total Funding Sources</b>	<b>\$ 202,300</b>	<b>\$ 27,971</b>	<b>\$ 95,329</b>	<b>\$ 79,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>		<b>Funding Status:</b>	Funded
<b>Dept:</b>	Public Works	<b>Project Status:</b>	Concept
<b>Primary Citizen Survey:</b>	1 - Streets	<b>Project Manager:</b>	Dan Merkh
<b>Secondary Citizen Survey:</b>	N/A		

**Project Name:** Streetlight Study

**Project Description:** This project would involve determining the City's streetlight needs in light of industry standards and would utilize the streetlight inventory.

**Operations Impact:**

**Additional Staff:** Trey Whitaker

**Outside Funding Available?** No

**Notes:**

**Year of Design** 2021  
**Year of Construction** 2021

**Year of Completion** 2022

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	45,000	-	-	-	45,000	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,000	-	-	-	5,000	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## City of Edgerton Project Cost Sheet

<b>Project Number:</b>	8109
<b>Dept:</b>	Water
<b>Primary Citizen Survey:</b>	4 - Water
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Design
<b>Project Manager:</b>	Dan Merkh

**Project Name:** Water System Analysis

**Project Description:** Analysis of the City's Water Utility to determine if the City should retain ownership of the Water Utility.

**Operations Impact:**

**Additional Staff:** Mike Mabrey  
Brian Stanley **Time:** N/A

**Outside Funding Available?** No

**Notes:**

<b>Year of Design</b>	2021	<b>Year of Completion</b>	2021
<b>Year of Construction</b>	N/A		

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	24,800	24,800	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	2,700	2,700	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 27,500</b>	<b>\$ 27,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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<b>Project Financing</b>							
Water Fund	27,500	27,500	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 27,500</b>	<b>\$ 27,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	8098
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Design
<b>Project Manager:</b>	Dan Merkh

**Project Name:**

**Project Description:**

**Operations Impact:**

**Additional Staff:** Trey Whitaker

**Time:**

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**

**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	94,216	-	94,216	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 94,216</b>	<b>\$ -</b>	<b>\$ 94,216</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
Special Highway Fund	94,216	54,186	40,030	-	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 94,216</b>	<b>\$ 54,186</b>	<b>\$ 40,030</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**City of Edgerton  
Project Cost Sheet**

**Project Number:**

**Dept:**

**Primary Citizen Survey:**

**Secondary Citizen Survey:**

**Funding Status:**

**Project Status:**

**Project Manager:**

**Project Name:**

**Project Description:**

**Operations Impact:**

**Additional Staff:** Trey Whitaker

**Time:**

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**

**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	76,980	-	76,980	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 76,980</b>	<b>\$ -</b>	<b>\$ 76,980</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	-	-	-	-	-	-	-
Special Highway Fund	51,980	-	51,980	-	-	-	-
PIF Maintenance Fee	25,000	-	25,000	-	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 76,980</b>	<b>\$ -</b>	<b>\$ 76,980</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

**Project Number:**

**Dept:**

**Primary Citizen Survey:**

**Secondary Citizen Survey:**

**Funding Status:**

**Project Status:**

**Project Manager:**

**Project Name:**

**Project Description:**

**Operations Impact:**

**Additional Staff:** Trey Whitaker

**Time:**

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**

**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	145,880	-	-	145,880	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 145,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 145,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
Special Highway Fund	45,880	-	-	45,880	-	-	-
PIF Maintenance Fee	100,000	-	-	100,000	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 145,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 145,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

**Project Number:**

**Dept:**

**Primary Citizen Survey:**

**Secondary Citizen Survey:**

**Funding Status:**

**Project Status:**

**Project Manager:**

**Project Name:**

**Project Description:**

**Operations Impact:**

**Additional Staff:** Trey Whitaker **Time:**

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**  **Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	145,880	-	-	-	145,880	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 145,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 145,880</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
Special Highway Fund	45,880	-	-	-	45,880	-	-
PIF Maintenance Fee	100,000	-	-	-	100,000	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 145,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 145,880</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

**Project Number:**

**Dept:**

**Primary Citizen Survey:**

**Secondary Citizen Survey:**

**Funding Status:**

**Project Status:**

**Project Manager:**

**Project Name:**

**Project Description:**

**Operations Impact:**

**Additional Staff:** Trey Whitaker

**Time:**

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**

**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	145,880	-	-	-	-	145,880	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 145,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$145,880</b>	<b>\$ -</b>

<b>Project Financing</b>							
Special Highway Fund	45,880	-	-	-	-	45,880	-
PIF Maintenance Fee	100,000	-	-	-	-	100,000	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 145,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$145,880</b>	<b>\$ -</b>



## City of Edgerton Project Cost Sheet

<b>Project Number:</b>	
<b>Dept:</b>	Community Development
<b>Primary Citizen Survey:</b>	N/A
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Katy Crow

**Project Name:** IBC/IRC Code Update

**Project Description:** The City of Edgerton is currently on the 2006 I-Codes/Model Codes and the 2005 Electrical Code. The International Code Council updates building code every 3 years. Since the adoption of the 2006 version there have been 5 revisions/updates.

**Operations Impact:** The majority of the work would be done by the selected contractor. City staff would work as a liaison between the contractor and the Governing Body.

**Additional Staff:** None

**Time:** N/A

**Outside Funding Available?** No

**Notes:** Quote for service costs and timeline provided by GBA, the city's current contractor for building inspector and plans review services

**Year of Design** 2021-2022  
**Year of Construction** n/a

**Year of Completion** 2022

**Inflation Factor:**

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<b>Project Cost</b>	<b>Today's \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	27,300	-	27,300	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 27,300</b>	<b>\$ -</b>	<b>\$ 27,300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ 27,300	\$ 27,300	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	-	-	-	-	-	-	-
PIF Maintenance Fee	-	-	-	-	-	-	-
Economic Development Fund	-	-	-	-	-	-	-
Non-LPKC Origination Fees	-	-	-	-	-	-	-
GO Bonds	-	-	-	-	-	-	-
Temp Notes	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 27,300</b>	<b>\$ 27,300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Facilities
<b>Primary Citizen Survey:</b>	5 - Facilities
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh

**Project Name:**

**Project Description:**

**Operations Impact:**

**Additional Staff:** Brian Stanley

**Time:**

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**

**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	50,000	-	50,000	-	-	-	-
Construction Inspection	4,000	-	4,000	-	-	-	-
City Engineer	2,000	-	2,000	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,500	-	2,500	-	-	-	-
Contingency	5,000	-	5,000	-	-	-	-
<b>Total Cost</b>	<b>\$ 63,500</b>	<b>\$ -</b>	<b>\$ 63,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	31,750	-	31,750	-	-	-	-
Other	31,750	-	31,750	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 63,500</b>	<b>\$ -</b>	<b>\$ 63,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Facilities
<b>Primary Citizen Survey:</b>	5 - Facilities
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh

**Project Name:** Library Roof Replacement

**Project Description:** Replace the library roof to prevent further damage from occurring. Existing roof is at the end of its useful life of 15-20 years.

**Operations Impact:** N/A

**Additional Staff:** Brian Stanley

**Time:**

**Outside Funding Available?** Unknown

**Notes:**

**Year of Design** 2022  
**Year of Construction** 2022

**Year of Completion** 2022

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	60,000	-	60,000	-	-	-	-
Construction Inspection	7,200	-	7,200	-	-	-	-
City Engineer	2,400	-	2,400	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	6,000	-	6,000	-	-	-	-
<b>Total Cost</b>	<b>\$ 75,600</b>	<b>\$ -</b>	<b>\$ 75,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	37,800	-	37,800	-	-	-	-
Other	37,800	-	37,800	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 75,600</b>	<b>\$ -</b>	<b>\$ 75,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## City of Edgerton Project Cost Sheet

<b>Project Number:</b>	
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh

**Project Name:** 2nd Street: Nelson St. - terminus of 207th Grade Separation project

**Project Description:** This project will replace the sections of roadway from asphalt/chip seal to a concrete roadway with all supporting infrastructure. This section of roadway will be similar to the standard sections on E Nelson Street to-date. Linear feet to be replaced is 3,700.

**Operations Impact:**

**Additional Staff:**

**Outside Funding Available?** Maybe

**Notes:** Staff will determine if this roadway can be designated as a CARS route in order to be eligible for CARS funding.

**Year of Design** 2022  
**Year of Construction** 2024

**Year of Completion** 2024

**Inflation Factor:**

Project Cost	Todays \$	2021	2022	2023	2024	2025	2026
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	408,000	-	408,000	-	-	-	-
Construction	3,400,000	-	-	-	3,400,000	-	-
Construction Inspection	408,000	-	-	-	408,000	-	-
City Engineer	136,000	-	68,000	-	68,000	-	-
Utility Relocation	60,000	-	-	-	60,000	-	-
Land Acquisition/ROW/Easements	136,000	-	136,000	-	-	-	-
Permits	2,500	-	-	-	2,500	-	-
Misc. (Legal, recording fees)	10,000	-	10,000	-	-	-	-
Contingency	340,000	-	-	-	340,000	-	-
<b>Total Cost</b>	<b>\$ 4,900,500</b>	<b>\$ -</b>	<b>\$ 622,000</b>	<b>\$ -</b>	<b>\$ 4,278,500</b>	<b>\$ -</b>	<b>\$ -</b>

Project Financing							
PIF LPKC Phase 1	3,000,000	-	3,000,000	-	-	-	-
Other	1,900,500	-	-	-	1,900,500	-	-
<b>Total Funding Sources</b>	<b>\$ 4,900,500</b>	<b>\$ -</b>	<b>\$ 3,000,000</b>	<b>\$ -</b>	<b>\$ 1,900,500</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Facilities
<b>Primary Citizen Survey:</b>	5 - Facilities
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh

**Project Name:** City Facility Security Exploration

**Project Description:** Assess current security measures and related risks. Identify measures to mitigate risks. Develop a plan to implement risk mitigation measures, including estimated costs of projects.

**Operations Impact:** N/A

**Additional Staff:** Brian Stanley

**Time:**

**Outside Funding Available?** Unknown

**Notes:**

**Year of Design** 2023  
**Year of Construction** n/a

**Year of Completion** 2023

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	10,000	-	10,000	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	-	-	-	-	-	-	-
PIF Maintenance Fee	10,000	-	10,000	-	-	-	-
Economic Development Fund	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Parks
<b>Primary Citizen Survey:</b>	2 - Parks
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh

**Project Name:** Edgerton Lake Park/Dam Exploration

**Project Description:** Study options for renovating the Edgerton Lake Park as well as work that will need to be done to the dam.

**Operations Impact:**

**Additional Staff:** Brian Stanley

**Time:** N/A

**Outside Funding Available?** Yes

**Notes:**

**Year of Design** 2023  
**Year of Construction** n/a

**Year of Completion** 2023

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	72,000	-	-	72,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	3,000	-	-	3,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	75,000	-	-	75,000	-	-	-
Economic Development Fund	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Parks
<b>Primary Citizen Survey:</b>	2 - Parks
<b>Secondary Citizen Survey:</b>	3 - Sidewalks

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh

**Project Name:**

**Project Description:**

**Operations Impact:**

**Additional Staff:** Brian Stanley

**Time:** N/A

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**

**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	48,000	-	-	48,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	2,000	-	-	2,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	-	-	-	-	-	-	-
Economic Development Fund	50,000	-	-	50,000	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

**Project Number:**

**Dept:**

**Primary Citizen Survey:**

**Secondary Citizen Survey:**

**Funding Status:**

**Project Status:**

**Project Manager:**

**Project Name:**

**Project Description:**

**Operations Impact:**

**Additional Staff:** Brian Stanley

**Time:** N/A

**Outside Funding Available?**

**Notes:**

**Year of Design**   
**Year of Construction**

**Year of Completion**

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	120,000	-	-	-	-	120,000	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,000	-	-	-	-	5,000	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#####</b>	<b>\$ -</b>

<b>Project Financing</b>							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Impact Fee	-	-	-	-	-	-	-
Economic Development Fund	125,000	-	-	-	-	125,000	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#####</b>	<b>\$ -</b>



**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	8090
<b>Dept:</b>	Sewer
<b>Primary Citizen Survey:</b>	6 - Sewer
<b>Secondary Citizen Survey:</b>	1 - Streets

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Construction
<b>Project Manager:</b>	Dan Merkh

**Project Name:** On-the-Go Street/Sewer (200th Street)

**Project Description:** Construct 200th Street to provide access to the On-th-Go Travel Plaza and construct sewer lines to connect the travel plaza to the City's sewer system.

**Operations Impact:** Will add street to be maintained and plowed during snow operations. Adds sewer infrastructure to be maintained.

**Additional Staff:**

**Time:**

**Outside Funding Available?** No

**Notes:**

**Year of Design** 2020  
**Year of Construction** 2020

**Year of Completion** 2021

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	1,675,005	1,675,005	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	72,563	72,563	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,432	2,432	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 1,750,000</b>	<b>\$ 1,750,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
TIF-Homestead Ln Retail TIF	1,750,000	1,750,000	-	-	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 1,750,000</b>	<b>\$ 1,750,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Edgerton  
Project Cost Sheet**

<b>Project Number:</b>	
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Construction
<b>Project Manager:</b>	Dan Merkh

**Project Name:** Corliss Rd Adjacent to IP 52

**Project Description:** Construction of Corliss Road for approximately 0.5 miles, adjacent to Inland Port 52. The road would be 42' back-to-back and will be installed with curb and gutter. A 14' center turn lane will be included with the two 12' drive lanes. The road would serve the semi-truck loading and parking areas on Inland Port 52 along with residents in the area.

**Operations Impact:** This will add to the roadway lane miles to be maintained by the City.

**Additional Staff:** **Time:** N/A

**Outside Funding Available?**

**Notes:**

<b>Year of Design</b>	2021	<b>Year of Completion</b>	2021
<b>Year of Construction</b>	2021		

**Inflation Factor:**

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<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	69,500	69,500	-	-	-	-	-
Construction	1,712,889	1,712,889	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	122,382	122,382	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 1,904,771</b>	<b>\$1,904,771</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>							
PIF - LPKC Phase 2	1,904,771	1,904,771	-	-	-	-	-
Other	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 1,904,771</b>	<b>\$1,904,771</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## City Council Action Item

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**Council Meeting Date:** October 28, 2021

**Department:** Public Works

### **Agenda Item: Consider Professional Services Agreement with Renaissance Infrastructure Consulting (RIC) for 191st Street/Gardner Road/Interstate 35 Safety and Operational Analysis**

**Background/Description of Item:**

Over the last several years, Edgerton City Council has heard numerous safety concerns related to traffic around Gardner Road Interchange at Interstate 35, particularly related to the proximity of 191<sup>st</sup> Street and Nike Elementary School. Edgerton has previously responded that any improvements in the area would be the responsibility of various other agencies (i.e. City of Gardner, Kansas Department of Transportation, Johnson County, etc.)

However, based on continuing to receive safety concerns even after interim improvements to the area have been made, the enclosed draft Professional Services Agreement (PSA) authorizes a safety and operational analysis of 191<sup>st</sup> Street/Gardner Road/Interstate 35 area.

Exhibit 1 Scope of Services include the following items:

1. Traffic Counts and Vehicle Classification for the AM and PM peak hours for four weekdays (Tues, Wed, or Thurs) over the course of two weeks at the locations indicated on the map following the PSA.
2. Perform on-site observations and documentation of existing, peak hour conditions.
3. Collect data and evidence such as crash data related to safety concerns in the area.
4. Perform AM and PM peak hour operational analysis at the above intersection that includes a Level of Service and queuing analysis.
5. Identify the primary origin and destination of traffic through the study area.
6. Perform safety and operational analysis of data described above to identify safety concerns within the area.
7. Provide a written study summarizing the findings and submit to the City.

The enclosed draft PSA is the City's standard PSA. The Agreement also includes an hourly rate schedule applicable for the term of the Agreement. The Agreement is structured similar to the Agreement for City Engineer services where the City is only billed for actual hours of work performed. Staff will work with RIC to best prioritize the use of their services to limit the project budget.

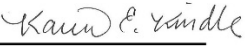
The Agreement is the City's standard agreement approved by City Attorney.

**Related Ordinance(s) or Statue(s):**

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**Funding Source:** Public Infrastructure Fund for Logistics Park Kansas City (LPKC) Phase I

**Budget Allocated:**

x   
Karen Kindle, Finance Director

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**Recommendation: Approve Professional Services Agreement with Renaissance Infrastructure Consulting (RIC) for 191st Street/Gardner Road/Interstate 35 Safety and Operational Analysis**

**Enclosed:** Draft Professional Services Agreement with RIC

**Prepared by:** Beth Linn, City Administrator

**PROFESSIONAL  
SERVICES  
AGREEMENT  
CONSULTANT-CLIENT**

**THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement")** is made and entered into as of the \_\_\_\_\_ day \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between RENAISSANCE INFRASTRUCTURE CONSULTING (RIC), party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Professional Services for the following improvement/services (hereinafter referred to as the "Project"):

191st St/Gardner Rd/Interstate 35 Safety and Operational Analysis

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WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

## SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.
- 1.2 "Agreement" means this contract and includes change orders issued in writing.
- 1.3 "CLIENT" or "Client" means the City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 GENERAL DUTIES AND RESPONSIBILITIES
  - 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: Chip Corcoran  
Address: 8653 Penrose Lane  
Lenexa, KS 66219  
Phone: (913) 317-9500

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2**.
- 2.2.5. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.6. **Endorsement:** When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.7. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.8. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

## **SECTION 3 – CLIENT RESPONSIBILITIES**

### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.

- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Beth Linn  
Address: 404 East Nelson Street  
Edgerton, KS 66021  
Phone: (913) 893-6231

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.
- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.
- 4.1.5. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

- 4.1.6. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT, but only upon giving notice to CLIENT of the alleged breach and providing CLIENT thirty (30) days to cure such alleged breach.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

### 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as

otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

### 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

### 5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused by: (i) CONSULTANT'S breach of this Agreement; (ii) incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

### 5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

### 5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

### 5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

### 5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

### 5.9 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT



shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.10 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.11 SEVERABILITY CLAUSE

5.11.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.12 FIELD REPRESENTATION

5.12.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.13 HAZARDOUS MATERIALS

5.13.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.14 AFFIRMATIVE ACTION

5.14.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 4**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**

**CLIENT:**

\_\_\_\_\_  
**(Firm Name)**

**City of Edgerton,  
Kansas**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

END OF CONSULTANT-CLIENT AGREEMENT

**EXHIBIT 1**  
**SCOPE OF SERVICES**

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## 191<sup>st</sup> St/Gardner Rd/Interstate 35 Safety and Operational Analysis

1. Traffic Counts and Vehicle Classification for the AM and PM peak hours for four weekdays (Tues, Wed, or Thurs) over the course of two weeks at the following intersections:
  - Gardner Rd & NB I-35 Ramp
  - Gardner Rd & SB I-35 Ramp
  - Gardner Rd & Private Entrance north of I-35 Interchange
  - Gardner Rd & 188th St
  - 191st St & South Locust Street
2. Perform on-site observations and documentation of existing, peak hour conditions.
3. Collect data and evidence such as crash data related to safety concerns in the area.
4. Perform AM and PM peak hour operational analysis at the above intersection that includes a Level of Service and queuing analysis.
5. Identify the primary origin and destination of traffic through the study area.
6. Perform safety and operational analysis of data described above to identify safety concerns within the area.
7. Provide a written study summarizing the findings and submit to the City.

## **EXHIBIT 2**

### **CITY OF EDGERTON, KS INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020**

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

**(1) COMMERCIAL GENERAL LIABILITY**

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

**(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY**

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

**(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS**

\$1,000,000 Per Claim

\$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

**CITY OF EDGERTON, KS**  
**INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES – 2020, CONT'D**

(4) WAIVER OF SUBROGATION

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.



**EXHIBIT 3**  
**COST AND SCHEDULE**



## 2021 FEE SCHEDULE

CLASSIFICATION	CLASS/CATEGORY	BILLING RATE RANGE	
Principal	PE	\$165	\$190
Project Manager	PE	\$125	\$170
Project Engineer	PE	\$105	\$165
Professional Traffic Operations Engineer	PE	\$135	\$165
Design Engineer	EI	\$75	\$105
Engineering Technician	N/A	\$60	\$95
Landscape Architect	PLA	\$150	\$165
Landscape Designer	MLArch	\$65	\$90
Construction Inspector	N/A	\$80	\$110
Professional Land Surveyor	PS	\$105	\$165
Survey Crew (Two-Man)	N/A	\$165	
Survey Crew (One-Man)	N/A	\$125	
Survey CAD Technician	N/A	\$65	\$90
Administrative Services	N/A	\$50	\$90

\*RIC reserves the right to adjust hourly rates at the beginning of each calendar year to reflect salary increase for merit and cost of living. Annual increase will not exceed 3.5%.

### Reimbursables

Mileage: \$0.56/mile or current federal rate

Subconsultants at cost

Survey supplies at cost

Postage at cost Printing:

B&W: \$0.30 per 8.5x11 and 11x17

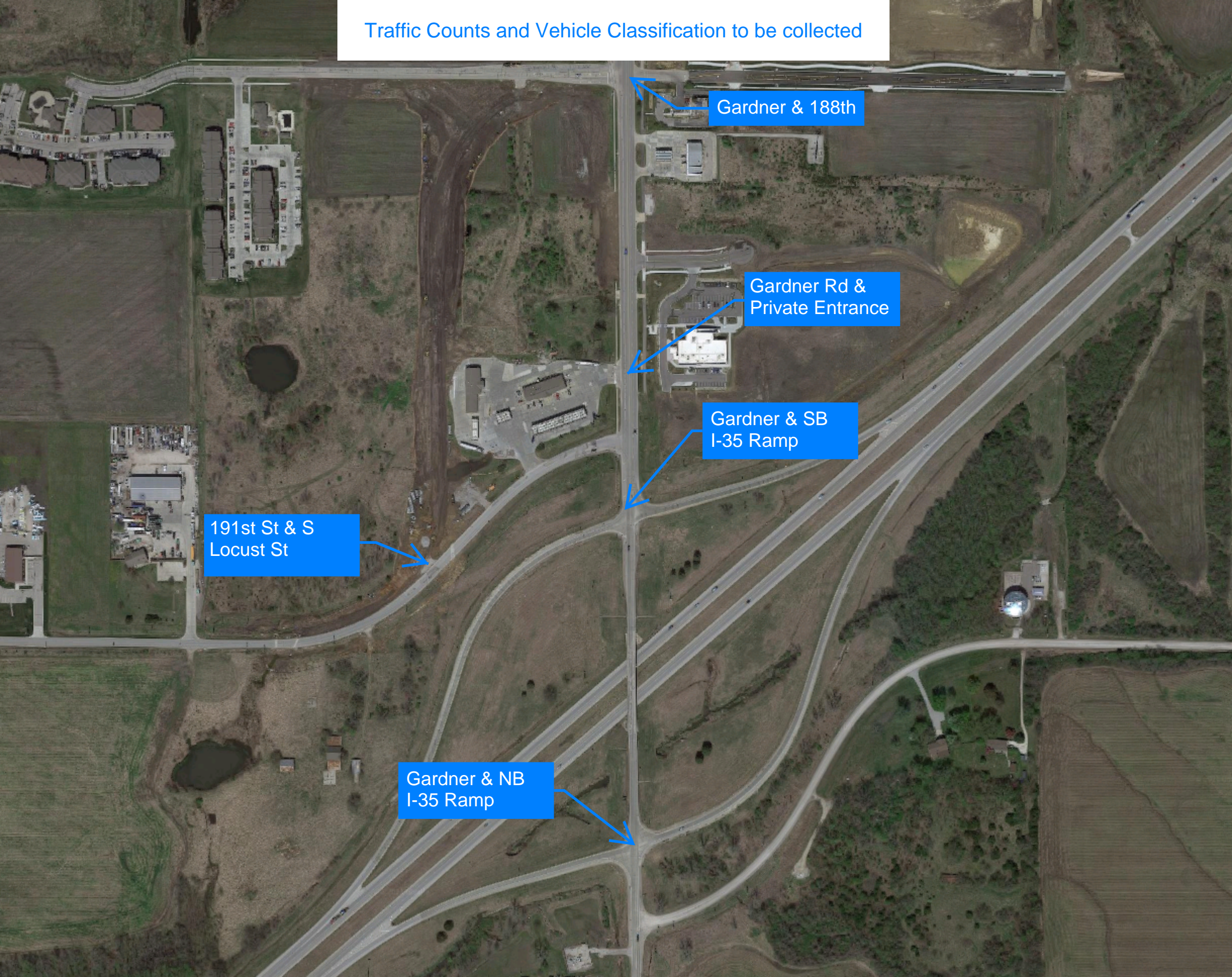
Color: \$0.70 per 8.5x11 and 11x17

Full-Size Prints: \$2.25 per full size print



**EXHIBIT 4**  
**SPECIAL PROVISIONS**

Traffic Counts and Vehicle Classification to be collected



Gardner & 188th

Gardner Rd &  
Private Entrance

Gardner & SB  
I-35 Ramp

191st St & S  
Locust St

Gardner & NB  
I-35 Ramp

## City Council Action Item

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**Council Meeting Date:** October 28, 2021

**Department:** Public Works

### **Agenda Item: Consider Agreement With BG Consultants For The Design Of Bifurcation of 191<sup>st</sup> Street (East of Montrose Street)**

**Background/Description of Item:**

Due to the continued concerns related to safety at the 191<sup>st</sup> Street/Gardner Road/Interstate 35 Interchange area, the enclosed draft Agreement with BG Consultants authorizes proceeding with design simultaneous to conducting the Traffic Study. Proceeding simultaneously allows for Edgerton to be prepared to bid for construction should the safety study recommend the closure of 191<sup>st</sup> Street.

Please find enclosed a draft Agreement with BG Consultants for the Design of the Bifurcation of 191<sup>st</sup> Street east of Montrose Street at the Edgerton corporate city limits. The Scope of Services described in Exhibit 1 is for the engineering design of transportation improvements for the bifurcation of 191<sup>st</sup> Street east of Montrose Street to generally include the construction of two concrete cul-de-sacs that will close 191<sup>st</sup> Street to thru traffic. The cul-de-sac geometry will be designed to accommodate truck turnaround movements.

The Design Phase Services include the preparation of construction plans and project special provisions; topographical survey; utility information and coordination; engineering design of transportation infrastructure improvements (pavement section, storm sewer, pavement markings and signage, etc); and a temporary traffic control plan which could be used by Contractor. Also includes services to prepare the project for bidding such as preparation of bidding documents, preparation of opinion of probably cost and preparation of property description for up to four private properties for property acquisition.

The Agreement includes a not to exceed cost of \$29,500. These costs will be funded entirely from the Public Infrastructure Fund for Logistics Park Kansas City Phase I. No City general fund dollars will be used for these services.

If approved, staff anticipates beginning the design of the project immediately. Design is anticipate to be complete within approximately 90 days.

**Related Ordinance(s) or Statue(s):** N/A

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**Funding Source:** Public Infrastructure Fund LPKC Phase I

**Budget Allocated:** N/A

**Finance Director Approval:**    
Karen Kindle, Finance Director

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**Recommendation: Approve Agreement With BG Consultants For The Design Of Bifurcation of 191<sup>st</sup> Street (East of Montrose Street)**

**Enclosed:** Draft Agreement with BG Consultants

**Prepared by:** Beth Linn, City Administrator



## AGREEMENT CONSULTANT-CLIENT

**THIS AGREEMENT** made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

191<sup>st</sup> Street Bifurcation Improvements  
\_\_\_\_\_  
Edgerton, Kansas  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

### SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 **GENERAL DUTIES AND RESPONSIBILITIES**
- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.
- |          |                               |
|----------|-------------------------------|
| Name:    | <u>David Hamby, P.E., CFM</u> |
| Address: | <u>1405 Wakarusa Drive</u>    |
|          | <u>Lawrence, KS 66049</u>     |
| Phone:   | <u>785-749-4474</u>           |
- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain: a) workers compensation insurance in an amount at least equal to that required by applicable law; (b) comprehensive general liability insurance in the amount of at least \$1,000,000.00; (c) automobile liability insurance in the amount of at least \$1,000,000.00; and (d) professional liability insurance in the amount of at least \$1,000,000.00. Such insurance will be with insurance carriers that are acceptable to the CLIENT and the policies evidencing such insurance will be in a form acceptable to the CLIENT. The comprehensive general liability insurance policy will name CLIENT as an additional insured. CONSULTANT will provide certification evidencing the insurance coverages named above. CONSULTANT agrees to inform CLIENT at least 30 days in advance of any termination or expiration of any of its insurance policies named above.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms

who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

## **SECTION 3 – CLIENT RESPONSIBILITIES**

### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to



the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.

- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** Except as otherwise set forth herein, the CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Dan Merkh  
Address: 404 E. Nelson  
Edgerton, KS 66021  
Phone: 913-893-6231

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **\$29,500.00** Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each

value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.

- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent.

Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.

- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

### 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot

be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

### 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

### 5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; and (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials harmless from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

### 5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

### 5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

### 5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

5.9.1. CONSULTANT's Liability Limited to Stated Amount, or Amount of CONSULTANT's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, members, partners, agents, employees, and Consultants, to CLIENT and anyone claiming by, through, or under CLIENT for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, CONSULTANTS or its Consultants' services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$500,000.00 or the total compensation received by CONSULTANT under this Agreement, whichever is greater. Higher limits are available for an additional fee.

5.9.2. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their

employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**

**CLIENT:**

**BG Consultants, Inc.**

**City of Edgerton, Kansas**

By:   
Printed Name: David J. Hamby, P.E., CFM  
Title: Vice President

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

END OF CONSULTANT-CLIENT AGREEMENT

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

The Scope of Services described in this Exhibit 1 is for the engineering design of transportation improvements for the bifurcation of 191<sup>st</sup> Street east of Montrose Street in Edgerton, Kansas, hereinafter referred to as “PROJECT”. The PROJECT generally includes the construction of two concrete cul-de-sacs that will close 191<sup>st</sup> Street to thru traffic. The cul-de-sac geometry will be designed to accommodate truck turnaround movements.

#### **i. DESIGN PHASE SERVICES**

CONSULTANT will provide the following Design Phase Services.

1. Receive any available information from CLIENT applicable to the PROJECT.
2. CONSULTANT will perform design of the PROJECT to prepare construction plans and project special provisions referencing the most current edition of the following design guides and specifications:
  - a. *A Policy on Geometric Design of Highways and Streets*, published by AASHTO.
  - b. *Manual on Uniform Traffic Control Devices (MUTCD)*, published by the Federal Highway Admin.
  - c. *Standard Specifications for State Road and Bridge Construction* and applicable Special Provisions prepared by KDOT.
3. Perform a topographical survey of the PROJECT location. The survey will include a 150’ wide strip from Montrose Street to Sprayer Specialities (30070 W 191<sup>st</sup> Street) along 191<sup>st</sup> Street.
4. Receive information from utility companies having facilities within the PROJECT limits. CONSULTANT will contact ONE CALL to request utility companies locate existing utility infrastructure within the area to be surveyed. Existing utilities that are marked at the time of the topographic survey may be included in the topographic survey.
5. Perform engineering design of transportation infrastructure improvements. CONSULTANT and CLIENT anticipate the transportation infrastructure will primarily include the following:
  - a. Horizontal and vertical alignment.
  - b. Typical pavement section(s) and patching details.
  - c. Storm sewer improvements.
  - d. Intersection details.
  - e. Pavement marking and permanent signing improvements.
  - f. Cross sections.
6. Pavement design is not included. CLIENT will provide desired pavement cross section details to the CONSULTANT.
7. Prepare a Storm Water Pollution Prevention Plan (SWPPP).
8. Perform traffic engineering design for permanent signing and pavement marking improvements. Design of traffic signal infrastructure is not included.
9. Prepare a temporary traffic control plan which could be used by the Contractor as a general guide to traffic control during construction of the PROJECT. Temporary traffic control plan will conform to the KDOT Traffic Engineering standards and the *MUTCD*.

10. Prepare construction plans on 24"x36" sheets. Construction Plans will be prepared to Concept Check, Preliminary Check, and Final Check stages. Each stage will be reviewed by CLIENT and CONSULTANT will address CLIENT's review comments.
11. Assist the CLIENT with compiling a list of known utilities in the PROJECT limits and summarizing utility adjustment coordination for CLIENT records. Provide one set of construction plans to each utility owner having facilities located within the PROJECT limits.
12. Prepare project special provisions for improvements included in the PROJECT which are not specified in the KDOT Standard Specifications.
13. Prepare a Project Manual containing bidding documents, construction contract documents, and technical specifications.
14. Prepare an opinion of probable construction costs at the Concept Design, Preliminary Check and Final Check project development stages.
15. Prepare the permit application and applicable exhibits for known permits required for construction. CONSULTANT will deliver permit application(s) to CLIENT for CLIENT to submit for approval. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits will be needed.
  - i. KDHE NOI Permit.
16. CLIENT and CONSULTANT anticipate up to four (4) meetings to discuss PROJECT.
17. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated or included in this scope of services.
18. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are specifically excluded from this AGREEMENT. The CONSULTANT does not anticipate these services will be necessary for the PROJECT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
19. Geotechnical engineering services are not included within this scope of services. CONSULTANT will assist CLIENT in soliciting proposals for services from geotechnical engineering companies (if desired by CLIENT). CLIENT will contract directly with a qualified geotechnical engineering firm to provide geotechnical services.

**ii. PROPERTY ACQUISITION PHASE SERVICES**

CONSULTANT will provide the following Property Acquisition Phase Services.

1. CONSULTANT will prepare property descriptions of PROJECT easements on up to four (4) private properties abutting the PROJECT.
2. Surveying of PROJECT easements is not included.

**iii. BID PHASE SERVICES**

CONSULTANT will provide the following Bid Phase Services.

1. Assist CLIENT with advertising the PROJECT to Construction Contractors.
2. Address questions from prospective bidders regarding the PROJECT bid documents.
3. If necessary, issue addenda prior to the bid opening.



4. Review bids and provide a recommendation to CLIENT regarding awarding the construction contract.

iv. **CONSTRUCTION PHASE SERVICES** – Construction Phase Services are not included but can be added by Supplemental Agreement.

**END OF EXHIBIT 1**

**EXHIBIT 2**  
**COST AND SCHEDULE**

**A. ENGINEERING FEE**

1. CONSULTANT will provide services in Exhibit 1 for a lump sum fee of **twenty-nine thousand five hundred and NO/100 dollars (\$29,500.00)** which includes transportation expenses in connection with the PROJECT. CLIENT will be invoiced for services in Exhibit 1 in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on the percentage of the scope of services performed.
2. Reimbursable expenses not included in the Engineering Fee above may include, but are not limited to, expenses such as the purchase of title reports, maps, expenses of printing and reproductions, expenses to obtain copies of deeds, plots, plats, prints, plans, or other direct costs incurred by CONSULTANT. CONSULTANT and CLIENT agree to a reimbursable expenses allowance of **two thousand five hundred and NO/100 dollars (\$2,500.00)**.

**B. ESTIMATED PROJECT SCHEDULE**

1. CONSULTANT will perform services in an effort to meet CLIENT scheduling goals.

**END OF EXHIBIT 2**

**EXHIBIT 3**  
**SPECIAL PROVISIONS**

None.

**City of Edgerton - 3rd Quarter 2021 Report  
General Fund (Unaudited)**

	<b>YTD Actual</b>	<b>2021 Budget</b>	<b>% Used</b>	<b>Remaining</b>	<b>2021 Estimate</b>
<b>Revenues:</b>					
Ad Valorem Tax	\$ 2,088,184	\$ 2,119,686	98.5%	\$ (31,502)	\$ 2,119,686
Delinquent Tax	\$ 1,460	\$ -	n/a	\$ 1,460	\$ 480
Motor Vehicle Tax	\$ 47,887	\$ 52,830	90.6%	\$ (4,943)	\$ 52,830
Recreational Vehicle Tax	\$ 886	\$ 835	106.1%	\$ 51	\$ 835
16/20M Vehicle Tax	\$ 598	\$ 375	159.5%	\$ 223	\$ 375
Local Alcoholic Liquor Tax	\$ 6,033	\$ 2,780	217.0%	\$ 3,253	\$ 5,000
City 1% Use Tax	\$ 169,754	\$ 182,000	93.3%	\$ (12,246)	\$ 200,000
County Use Tax	\$ 81,666	\$ 70,000	116.7%	\$ 11,666	\$ 100,000
City 1% Sales Tax	\$ 382,230	\$ 471,000	81.2%	\$ (88,770)	\$ 485,000
County Sales Tax	\$ 271,319	\$ 322,000	84.3%	\$ (50,681)	\$ 375,000
Franchise Tax	\$ 151,502	\$ 110,000	137.7%	\$ 41,502	\$ 180,000
Licenses & Permits	\$ 230,700	\$ 321,000	71.9%	\$ (90,300)	\$ 241,000
Charges for Services	\$ 90,916	\$ 118,000	77.0%	\$ (27,084)	\$ 93,700
Fines & Forfeitures	\$ 93,267	\$ 30,000	310.9%	\$ 63,267	\$ 75,000
Miscellaneous	\$ 8,380	\$ -	n/a	\$ 8,380	\$ 7,800
Investment Income	\$ 5,552	\$ 17,000	32.7%	\$ (11,448)	\$ 5,000
<b>Total Revenue</b>	<b>\$ 3,630,334</b>	<b>\$ 3,817,506</b>	<b>95.1%</b>	<b>\$ (187,172)</b>	<b>\$ 3,941,706</b>

<b>Expenditures:</b>					
General Government	\$ 640,528	\$ 983,479	65.1%	\$ 342,951	\$ 953,975
Law Enforcement	\$ 282,472	\$ 507,043	55.7%	\$ 224,571	\$ 502,281
Public Works	\$ 362,103	\$ 597,835	60.6%	\$ 235,732	\$ 532,300
Parks	\$ 165,599	\$ 264,727	62.6%	\$ 99,128	\$ 256,785
Facilities	\$ 69,948	\$ 126,325	55.4%	\$ 56,377	\$ 122,535
Fleet Maintenance	\$ 32,632	\$ 54,200	60.2%	\$ 21,568	\$ 52,574
Community Development	\$ 304,193	\$ 334,048	91.1%	\$ 29,855	\$ 324,028
Economic Development	\$ 414,052	\$ 502,200	82.4%	\$ 88,148	\$ 498,420
Information Technology	\$ 29,634	\$ 49,587	59.8%	\$ 19,953	\$ 48,099
Employee Benefits	\$ 306,475	\$ 556,209	55.1%	\$ 249,734	\$ 539,525
<b>Total Expenditures</b>	<b>\$ 2,607,636</b>	<b>\$ 3,975,653</b>	<b>65.6%</b>	<b>\$ 1,368,017</b>	<b>\$ 3,830,522</b>

**Revenues Over(Under) Expenditures: \$ 1,022,698 \$ (158,147) \$ 111,184**

**Other Sources & Uses:**

Transfers from Other funds:					
Transfer from Capital Projects Fund	\$ 29,434	\$ -	n/a	\$ (29,434)	\$ 10,500
Transfers to Other Funds:					
Transfer to Equipment Reserve Fund-General	\$ 125,000	\$ 125,000	100.0%	\$ -	\$ 125,000
Transfer to Capital Projects Fund	\$ 111,500	\$ 66,500	167.7%	\$ (45,000)	\$ 111,500
<b>Total Other Sources &amp; Uses</b>	<b>\$ (207,066)</b>	<b>\$ (191,500)</b>	<b>108.1%</b>	<b>\$ 15,566</b>	<b>\$ (226,000)</b>

<b>Beginning Fund Balance</b>	<b>\$ 1,978,603</b>	<b>\$ 1,582,699</b>			<b>\$ 1,978,603</b>
<b>Estimated Ending Fund Balance</b>		<b>\$ 1,233,052</b>			<b>\$ 1,863,787</b>
<b>Unaudited Ending Fund Balance</b>	<b>\$ 2,794,235</b>				

**Reserve Required**

17% of 2021 budgeted expenditures	\$ 675,861
25% of 2021 budgeted expenditures	\$ 993,913

**Budget Authority**

2021 Budget Authority	\$ 5,400,205
Remaining 2021 Budget Authority	\$ 2,556,069
% of Budget Authority Used	52.7%



**City of Edgerton - 3rd Quarter 2021 Report**  
**Sewer Fund (Unaudited)**

	YTD Actual	2021 Budget	% Used	Remaining	2021 Estimate
<b>Revenues:</b>					
Charges for Services	\$ 552,069	\$ 682,408	80.9%	\$ (130,339)	\$ 723,522
Licenses & Permits	\$ 100	\$ -	n/a	\$ 100	\$ -
Miscellaneous	\$ -	\$ -	n/a	\$ -	\$ -
Investment Income	\$ 2,065	\$ 3,500	59.0%	\$ (1,435)	\$ 3,500
<b>Total Revenue</b>	<b>\$ 554,234</b>	<b>\$ 685,908</b>	<b>80.8%</b>	<b>\$ (131,674)</b>	<b>\$ 727,022</b>
<b>Expenditures:</b>					
Fleet Maintenance	\$ 2,048	\$ 5,700	35.9%	\$ 3,652	\$ 5,700
Information Technology	\$ 17,337	\$ 25,499	68.0%	\$ 8,162	\$ 25,499
Treatment Plant	\$ 114,484	\$ 198,330	57.7%	\$ 83,846	\$ 198,330
Sewer Line Maintenance	\$ 1,165	\$ 10,700	10.9%	\$ 9,535	\$ 10,700
Lift Stations/Vaults	\$ 15,761	\$ 29,967	52.6%	\$ 14,206	\$ 29,967
Administrative-Sewer	\$ 151,549	\$ 214,858	70.5%	\$ 63,309	\$ 214,858
Employee Benefits	\$ 40,822	\$ 61,513	66.4%	\$ 20,691	\$ 61,513
Debt Service	\$ 94,438	\$ 94,438	100.0%	\$ -	\$ 94,438
<b>Total Expenditures</b>	<b>\$ 437,604</b>	<b>\$ 641,005</b>	<b>68.3%</b>	<b>\$ 203,401</b>	<b>\$ 641,005</b>
<b>Revenues Over(Under) Expenditures:</b>	<b>\$ 116,630</b>	<b>\$ 44,903</b>			<b>\$ 86,017</b>

**Other Sources & Uses**

Transfers from Other Funds:					
Transfer from Sewer Reserve Fund	\$ -	\$ -		\$ -	\$ -
Transfers to Other Funds:					
Transfer to Equipment Reserve Fund-Sewer	\$ 50,000	\$ 50,000	n/a	\$ -	\$ 50,000
Transfer to Capital Projects Fund	\$ 118,000	\$ 118,000	n/a	\$ -	\$ 118,000
<b>Total Other Sources &amp; Uses</b>	<b>\$ (168,000)</b>	<b>\$ (168,000)</b>	<b>100.0%</b>	<b>\$ -</b>	<b>\$ (168,000)</b>

<b>Beginning Fund Balance</b>	<b>\$ 520,138</b>	<b>\$ 413,698</b>			<b>\$ 520,138</b>
<b>Estimated Ending Fund Balance</b>		<b>\$ 290,601</b>			<b>\$ 438,155</b>
<b>Unaudited Ending Fund Balance</b>	<b>\$ 468,768</b>				

**Reserve Required**

17% of 2021 budgeted expenditures	\$ 108,971
25% of 2021 budgeted expenditures	\$ 160,251

**Budget Authority**

2021 Budget Authority	\$ 1,099,606
Remaining 2021 Budget Authority	\$ 494,002
% of Budget Authority Used	55.1%