Table of Contents

Agenda 4

IV-1. Ordinance Amending Sections 5.42.010, 5.42.065 and 5.42.070 Relating to Petit Theft.

- Agenda No. IV-1 11
- Ordinance - Delineated 12
- Ordinance No. 50-262 16

IV-2. Encroachment Ordinance.

- Agenda Report No. IV-2 20
- Ordninance No. 50-264 21
- Power Point 37
- Permit Agreement 44
- Permit Application 49
- Memorandum of Encroachment 51

IV-3. Arkansas River Ordinance.

- Agenda Report No. IV-3 53
- Ordinance No. 50-265 54

IV-4. Human Resources/Payroll and Finance System.

- Agenda Report IV-4 65
- HR/Payroll Powerpoint 68
- Resolution No. 16-160 76
- Contract 78
- Contract Signatures 276

IV-5. 2016-17 Third Program Year Action Plan Revision.

- Agenda Report No. IV-5 277
- Supp Doc Allocation Spreadsheet 6-14-2016 Proposed 278

IV-6. Voluntary Stormwater Offsite Water Quality Best Management Practice.

- Agenda Report No. IV-6 279
- Water Quality BMP 281
- Ordinance No. 50-266 296
- Marked Version of Ordinance 311
- Ordinance 326
- Council Handout 341

IV-7. An Ordinance Amendment Pertaining to Exemption of Public Property from the Prohibition Against Alcohol Consumption –All City-owned Parking Lots Bounded by East First Street North, North Washington Avenue, East Douglas Avenue and North Mosley Street. (District VI)

- Agenda Report No. IV-7 342
- Declaration of Emergency 343
- Ordinance No. 50-267 345

II-1. Report of Board of Bids and Contracts dated June 13, 2016.

- Board of Bids 349

II-3. Preliminary Estimates
II-3. PEsforCC_06-14-16 366
II-4a. Community Events - Hot Rod Power Tour 2016. (District VI)
Agenda Report No. II-4a 374
II-4b. Community Events - Wichita Wingnuts Fireworks Displays. (Districts I and IV)
Agenda Report No. II-4b 375
II-4c. Community Events - Independence Day Celebration Red, White and BOOM. (District I)
Agenda Report No. II-4c 376
II-4d. Community Events - Glow Run 5K. (District IV)
Agenda Report No. II-4d 377
II-5a Railroad Crossing Agreement for Pawnee between Hydraulic and Grove. (District III)
Agenda Report No. II-5a 378
RR Xing Agreement 379
II-5b. South Central Kansas Library System Grants-in-aid Service Contract.
Agenda Report No. II-5b 416
SCKLS GIA Service Contract 417
II-6a Supplemental Design Agreement No. 2 for Improvements to 143rd Street East, Kellogg to Central. (District II)
Agenda Report No. II-6a 418
Agreement 420
II-7a. Change Order No. 7 for K-96 and Hoover Interchange. (Districts V and VI)
Agenda Report No. II-7a 424
Co No. 7 K-96 & Hoover 426
II-7b. Change Order No. 7 for Amidon, from 21st Street North to 29th Street North. (District VI)
Agenda Report No. II-7b 427
Co No. 7 Amidon, 21st-29th 429
II-9. Public Exigency-Emergency Replacement of the Roof at 2220 East 21st Street North. (District I)
Agenda Report No. II-9 432
Public Exigency Mgrs Memo and Timeline 433
Public Exigency Proposal 435
II-10. Payment for Settlement of Claim.
Agenda Report No. II-10 438
Resolution No. 16-165 439
II-11. Partial Loan Forgiveness Request, Home Repair Program. (District I)
Agenda Report No. II-11 441
II-12. Contract Amendment with Center of Hope, Inc.
Agenda Report No. II-12 443
Center of Hope Contract Amendment 444

II-13. Contracts and Agreements for May 2016.
II-13 May 2016 Monthly Report to Council 446
II-14. Second Reading Ordinances.
II-14 Second Reading Ordinances 448
II-15. *SUB2015-00030 -- Plat of Commerce District Parking Addition Located on the South Side of East Waterman Street, East of South Broadway Avenue. (District I)
Agenda Report No. II-15 449
Supporting Documents 451

C I T Y C O U N C I L

C I T Y O F W I C H I T A
K A N S A S

City Council Meeting
09:00 a.m. June 14, 2016

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of regular meeting on June 7, 2016

AWARDS AND PROCLAMATIONS

-- Proclamations:

Amateur Radio Week
Juneteenth Auspicious Celebration Days
Immigrant Heritage Month

-- Service Award:

Col Hester

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Barb Myers - Highland Cemetery's current condition and historical value to the City.

2. Ben Lee - Guns, gangs, and violence.

II. CONSENT AGENDA ITEMS 1 THROUGH 15

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see **"ATTACHMENT 1 – CONSENT AGENDA ITEMS"** for a listing of all Consent Agenda Items.)*

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Ordinance Amending Sections 5.42.010, 5.42.065 and 5.42.070 Relating to Petit Theft.

   RECOMMENDED ACTION: Place the ordinance on first reading and authorize all necessary signatures.

2. Encroachment Ordinance.

   RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

3. Arkansas River Ordinance.

   RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

4. Human Resources/Payroll and Finance System.

   RECOMMENDED ACTION: Approve the selection of the recommended firm and the related contract with Tyler Technologies, Inc., adopt the resolution and authorize the necessary signatures.

5. 2016-17 Third Program Year Action Plan Revision.

   RECOMMENDED ACTION: Approve the revision to the 2016-17 Third Program Year Action Plan, and authorize the necessary funding agreements.

6. Voluntary Stormwater Offsite Water Quality Best Management Practice.

   RECOMMENDED ACTION: Approve the Voluntary Stormwater Offsite Water Quality Best Management Practice (BMP) Program, place the ordinance amendments on first reading, approve the necessary budget adjustments, approve the necessary signatures, and authorize staff to proceed with contract negotiations with the service provider (K-State/WRAPS) to administer the program.

7. An Ordinance Amendment Pertaining to Exemption of Public Property Against Alcohol Consumption-All City-owned Parking Lots Bounded by East First Street North, North Washington Avenue, East Douglas Avenue and North Mosley Street. (District VI)

   RECOMMENDED ACTION: Declare an emergency and adopt the ordinance on first reading.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. Carole Trapp Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 15)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated June 13, 2016.

   RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renew	2016	(Consumption on Premises)
Kristin Hale	Ty's Diner**	928 West 2nd Street
Renew	2016	(Consumption off Premises)
Hanif Lakhani	Kangaroo Express***	12728 East Central

   **General/Restaurant (need 50% or more gross revenue from sale of food)
   ***Retailer (Grocery stores, convenience stores, etc.)

   RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:
   a. List of Preliminary Estimates

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses:
   a. Community Events - Hot Rod Power Tour 2016. (District VI)
   b. Community Events - Wichita Wingnuts Fireworks Displays. (Districts I and IV)
   c. Community Events - Independence Day Celebration Red, White and BOOM. (District I)
   d. Community Events - Glow Run 5K. (District IV)

   RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Agreements/Contracts:
   a. Railroad Crossing Agreement for Pawnee between Hydraulic and Grove. (District III)
   b. South Central Kansas Library System Grants-in-aid Service Contract.

   RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

6. Design Services Agreements:
   a. Supplemental Design Agreement No. 2 for Improvements to 143rd Street East, Kellogg to Central. (District II)

RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

7. Change Orders:
   a. Change Order No. 7 for K-96 and Hoover Interchange. (Districts V and VI)
   b. Change Order No. 7 for Amidon, from 21st Street North to 29th Street North. (District VI)

RECOMMENDED ACTION: Approve the change orders and authorize the necessary signatures.

8. Minutes of Advisory Boards/Commissions:
   Wichita Transit Advisory Board, April 15, 2016
   Deferred Compensation Board, February 18, 2016
   Police and Fire Retirement System, April 20, 2016

RECOMMENDED ACTION: Receive and file.

9. Public Exigency-Emergency Replacement of the Roof at 2220 East 21st Street North. (District I)

RECOMMENDED ACTION: Affirm the City Manager's Public Exigency approval of the project, approve the expenditure authorize the necessary signatures.

10. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of $20,000 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the bonding resolution.

11. Partial Loan Forgiveness Request, Home Repair Program. (District I)

RECOMMENDED ACTION: Approve the partial loan forgiveness request, subject to the sale closing within 90 days with no less than a $15,000 payment remitted to the City; and authorize the necessary signatures.

12. Contract Amendment with Center of Hope, Inc.

RECOMMENDED ACTION: Approve the contract amendment and authorize the necessary signatures.

13. Contracts and Agreements for May 2016.

RECOMMENDED ACTION: Receive and file.

14. Second Reading Ordinances: (First Read June 7, 2016)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

15. *SUB2015-00030 -- Plat of Commerce District Parking Addition Located on the South Side of East Waterman Street, East of South Broadway Avenue. (District I)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures for approval.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

Agenda Item No. IV-1

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Ordinance Amending Sections 5.42.010, 5.42.065 and 5.42.070 Relating to Petit Theft

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: During the last legislative session, the Kansas Legislature passed House Bill 2462 raising the jurisdictional amount for misdemeanor petty theft crimes to one thousand five hundred dollars ($1,500). Previously, the amount was one thousand dollars ($1,000) for theft violations.

Analysis: The amendments are necessary to bring the City's ordinances into compliance with state law.

Financial Considerations: None.

Legal Considerations: The ordinance has been drafted and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council place the ordinance on first reading and authorize all necessary signatures.

Attachments: Ordinance.

OCA No. _____

DELINEATED 5/24/16

First Published in The Wichita Eagle on _____

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 5.42.010, 5.42.065 AND 5.42.070 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO PETIT THEFT AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 5.42.010 of the Code of the City of Wichita is hereby amended to read as follows:

"Petit theft.

Petit theft is any of the following acts done with intent to deprive the owner permanently of the possession, use or benefit of his property:

(a) Obtaining or exerting unauthorized control over property or services having a value of less than ~~$1,000.00;~~ one thousand five hundred dollars, ($1,500.00)

(b) Obtaining by deception control over property or services having a value of less than ~~$1,000.00;~~ one thousand five hundred dollars, ($1,500.00)

(c) Obtaining by threat control over property or services having a value of less than ~~$1,000.00;~~ one thousand five hundred dollars, ($1,500.00)

(d) Obtaining control over property or services having a value of less than ~~$1,000.00~~ one thousand five hundred dollars, ($1,500.00), knowing the property to have been stolen by another.

Any person convicted of petit theft shall be deemed guilty of a misdemeanor, and shall be punished by a fine not to exceed two thousand five hundred dollars ($2,500.00) or by imprisonment for not more than one year, or by both such fine and imprisonment. In addition, whenever any person is convicted of petit theft, the court shall order such person to be fingerprinted and photographed immediately following such conviction unless such person has already been photographed and fingerprinted when charged with the specific offense which is the subject of such conviction.

SECTION 2. Section 5.42.065 of the Code of the City of Wichita is hereby amended to read as follows:

"Receiving stolen property.

(a) A person commits the crime of receiving stolen property, with a value of less than ~~$1,000.00~~ one thousand five hundred dollars, ($1,500.00), if for the purposes of depriving the owner of a lawful interest therein, he or she receives, retains or disposes of property of another knowing that it has been stolen, or believing that it has been stolen.

(b) Evidence of the following is admissible in any criminal prosecution pursuant to this section to prove the requisite knowledge or belief of the alleged receiver:

(1) That he or she was found in possession or control of other property stolen on separate occasions from two or more persons;

(2) That he or she received other stolen property in another transaction within the year preceding the transaction charged;

(3) That he or she acquired the stolen property for a consideration which he or she knew was far below its reasonable value;

(4) That he or she obtained control over stolen property knowing the property to have been stolen or under such circumstances as would reasonably induce a person to believe the property was stolen.

SECTION 3. Section 5.42.070 of the Code of the City of Wichita is hereby amended to read as follows:

"Theft of services.

Any person in the city who obtains services having a value of less than ~~one thousand dollars~~ one thousand five hundred dollars, ($1,500.00) from another by deception, threat, coercion, stealth, mechanical tampering or use of false token or device shall be deemed guilty of a misdemeanor, and any person convicted thereof shall be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment for not more than one year, or by both such fine and imprisonment. "Services" within the meaning of this section include, but are not limited to, labor, professional services, cable television service, public or municipal utility or transportation service, telephone service, entertainment and the supplying of equipment for use.

SECTION 4. The original of Sections 5.42.010, 5.42.065 and 5.42.070 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 5. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas this _____ day of _____, 2016.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

OCA No. 040007

First Published in The Wichita Eagle on June 24, 2016

ORDINANCE NO. 50-262

AN ORDINANCE AMENDING SECTIONS 5.42.010, 5.42.065 AND 5.42.070 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO PETIT THEFT AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 5.42.010 of the Code of the City of Wichita is hereby amended to read as follows:

"Petit theft.

Petit theft is any of the following acts done with intent to deprive the owner permanently of the possession, use or benefit of his property:

(a) Obtaining or exerting unauthorized control over property or services having a value of less than one thousand five hundred dollars, ($1,500.00)

(b) Obtaining by deception control over property or services having a value of less than one thousand five hundred dollars, ($1,500.00)

(c) Obtaining by threat control over property or services having a value of less than one thousand five hundred dollars, ($1,500.00)

(d) Obtaining control over property or services having a value of less than one thousand five hundred dollars, ($1,500.00), knowing the property to have been stolen by another.

Any person convicted of petit theft shall be deemed guilty of a misdemeanor, and shall be punished by a fine not to exceed two thousand five hundred dollars ($2,500.00) or by imprisonment for not more than one year, or by both such fine and imprisonment. In addition, whenever any person is convicted of petit theft, the court shall order such person to be fingerprinted and photographed immediately following such conviction unless such person has already been photographed and fingerprinted when charged with the specific offense which is the subject of such conviction.

SECTION 2. Section 5.42.065 of the Code of the City of Wichita is hereby amended to read as follows:

"Receiving stolen property.

(a) A person commits the crime of receiving stolen property, with a value of less than one thousand five hundred dollars, ($1,500.00), if for the purposes of depriving the owner of a lawful interest therein, he or she receives, retains or disposes of property of another knowing that it has been stolen, or believing that it has been stolen.

(b) Evidence of the following is admissible in any criminal prosecution pursuant to this section to prove the requisite knowledge or belief of the alleged receiver:

(1) That he or she was found in possession or control of other property stolen on separate occasions from two or more persons;

(2) That he or she received other stolen property in another transaction within the year preceding the transaction charged;

(3) That he or she acquired the stolen property for a consideration which he or she knew was far below its reasonable value;

(4) That he or she obtained control over stolen property knowing the property to have been stolen or under such circumstances as would reasonably induce a person to believe the property was stolen.

SECTION 3. Section 5.42.070 of the Code of the City of Wichita is hereby amended to read as follows:

“Theft of services.

Any person in the city who obtains services having a value of less than one thousand five hundred dollars, ($1,500.00) from another by deception, threat, coercion, stealth, mechanical tampering or use of false token or device shall be deemed guilty of a misdemeanor, and any person convicted thereof shall be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment for not more than one year, or by both such fine and imprisonment. "Services" within the meaning of this section include, but are not limited to, labor, professional services, cable television service, public or municipal utility or transportation service, telephone service, entertainment and the supplying of equipment for use.

SECTION 4. The original of Sections 5.42.010, 5.42.065 and 5.42.070 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 5. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas this 21st day of June, 2016.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

Agenda Item No. IV-2

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Encroachment Ordinance (All Districts)

INITIATED BY: Department of Park & Recreation

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: City Ordinance 9.03.250 is not specific regarding encroachments on park property and has proven to be unenforceable for the protection of park land. There are currently numerous encroachments on park land throughout the City. The proposed ordinance amendments have been presented to the Board of Park Commissioners and were approved on March 14, 2016.

Analysis: The Board of Park Commissioners along with Park & Recreation staff, are recommending the adoption of the proposed ordinance which provides for a new addition, Chapter 9.05, in the code of ordinances. This establishes that existing encroachments may be eligible for a permit, with an annual fee of $200. There is an approval process for these existing encroachments, which are only valid under the current ownership. The proposed ordinance provides for criminal penalties and establishes a process for encroachment removal and abatement. There will be no permits allowed for parks with land restrictions, such as: parks created with Land and Water Conservation funds, Housing and Urban Development- Parks in Cities funds, etc. The permit holder must acquire general liability insurance in and agree to hold harmless the City of Wichita for any issues arising from the encroachment.

Financial Considerations: There is an annual fee of $200 in addition to the $50 filing fee and $25 permit application fee. Any fees collected will offset staff time and Sedgwick County Records filing fees.

Legal Considerations: The Law Department has prepared the proposed ordinance and approved as to form.

Recommendation/Action: It is recommended that the City Council place the ordinance on first reading and authorize all necessary signatures.

Attachment: Copy of the proposed new ordinance.

First Published in the Wichita Eagle on June 24, 2016

CLEAN 5/25/16

ORDINANCE NO. 50-264

AN ORDINANCE CREATING CHAPTER 9.05 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE PROHIBITION OF ENCROACHMENTS UPON PARK PROPERTY AND THE PENALTY THEREFOR, PERMITS FOR CERTAIN ENCROACHMENTS AND THE PROCESS THEREFOR, AND REPEALING SECTION 9.03.250 OF THE CITY CODE PERTAINING TO THE PROHIBITION AGAINST STORING PERSONAL PROPERTY ON PARK PROPERTY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The title to Chapter 9.05 of the Code of the City of Wichita, Kansas shall read as follows:

"Chapter 9.05. Encroachments upon Park Property."

SECTION 2. Section 9.05.010 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"Definitions. – The following words and phrases, whenever used in this Chapter, shall be defined as follows:

(a) 'Board' means the Board of Park Commissioners of the City of Wichita.

(b) 'City' means the City of Wichita, Kansas.

(c) 'Council' means the Wichita City Council.

(d) 'Director' means the Director of the City of Wichita Park and Recreation Department or designee.

(e) 'Encroachment Permit' means the authority to maintain an encroachment upon Park Property in the City of Wichita pursuant to and within the limitations of the provisions of this Chapter.

(f) 'Notice of Encroachment' means a document filed with the Register of Deeds of Sedgwick County, Kansas to give notice that an Encroachment Permit has been issued for

an encroachment upon Park Property by the City of Wichita pursuant to the terms of this Chapter.

(g) 'Park Property' means any real property owned by or under the control of the City of Wichita or the Board of Park Commissioners that is designated for use as a park or recreational facility by the City Council.

(h) 'Person' means any individual, corporation, partnership, association, firm, joint venture, company or other state franchised business entity such as a professional association, limited liability company, limited liability partnership or other organization of any kind."

SECTION 3. Section 9.05.020 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"Definition of Encroachment upon, below, over or across Park Property, deemed unlawful. It is unlawful for a person to commit or engage in any of the following acts, allow to occur any of following described activities, or maintain or allow to exist any of the following described structures, objects or other material thing upon, below, over or across any Park Property, and, for the purposes of this Chapter, shall be defined as an encroachment thereon:

(a) No person shall erect, construct, install, or place any structure, building, driveway, improvement, shed, fence, wall, dog run, dog house, tree house, playhouse, play equipment, TV or radio reception device, machinery, equipment, or apparatus of any type, whether stationary or moveable and whether permanent or temporary in character, or stockpile, store or place any organic or inorganic material used for the construction of such items.

(b) No person shall perform, cause or authorize any mowing, trimming, cutting, or grooming of Park Property, or perform any similar grounds maintenance for any purpose, or in any like manner encroach onto Park Property from privately or publicly owned lands.

(c) No person shall place, stockpile or store any gravel, stone, dirt, sand, wood, firewood, lumber or any other organic or inorganic material.

(d) No person shall place any electrical wire, conduit, or pipe, or any public service or private utility, into, upon, above, across or beneath Park Property.

(e) No person shall plant vegetation or construct or maintain any form of planting bed, vegetable garden or landscaping of any kind.

(f) No person shall utilize Park Property for access to private or commercial property for any reason.

(g) No person shall allow, authorize, build, construct, or place the discharge point of any sump pump, pool, water feature, or foundation drainage, or any storm water management measures, including but not limited to swales, drains and contouring, that directs or is intended to direct sump pump or foundation drainage discharge, onto Park Property. All discharge of sump pumps and foundation drainage adjacent to Park Property, shall be setback from the Park Property line, in such a manner that the water flow is discharged onto the originating property and flows in accordance with City and State of Kansas drainage law.

(h) No person shall erect, construct, install or place any memorial such as, but not limited to, flowers, memorabilia, mementos, religious symbols or signs."

SECTION 4. Section 9.05.030 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"Exceptions. The provisions of Section 9.05.010 shall not apply to any person who has a written agreement with the City or the Board, including, but not limited to, a lease, easement or an Encroachment Permit issued pursuant to the provisions of Section 9.05.040 which allows an encroachment otherwise prohibited by Section 9.05.020, but only to the extent of the terms and conditions set forth in such written agreement, lease, easement or Encroachment Permit."

SECTION 5. Section 9.05.040 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"**Permits for existing encroachments – Standards, conditions and term for issuance of same.**

(a) Any unlawful encroachment as described in Section 9.05.020, and amendments thereto, upon Park Property that is in existence upon the date of passage of this ordinance shall be subject to review by the Director, who shall compile a list thereof. The Director shall conduct a review of all existing encroachments subject to written standards developed for such purpose. These standards shall include, but not be limited to, the physical characteristics of the encroachment, the size of the encroachment, the purpose for or the use of the encroachment and whether the encroachment poses a public safety hazard. Additionally, an Encroachment Permit will not be granted allowing an encroachment to exist upon Park Property that is in violation of any land or deed restriction or is or has been acquired and/or developed with Federal financial assistance provided by the National Park Service of the United States Department of the Interior in accordance with the Land & Water Conservation Fund Act of 1965, and amendments thereto. If a determination is made after review that an Encroachment Permit may be issued for the continued existence of the encroachment, written notice shall be served upon the owner and/or occupant of the property upon which the encroachment is located or that is associated with or adjacent to the encroachment by certified mail, return receipt requested, or by personal service. The notice shall describe the encroachment and provide options as set forth paragraphs (b), (c), (d), (e), (f) and (g) of this Section regarding the continued existence of the encroachment.

(b) The recipient of the notice described in paragraph (a) herein shall have forty five (45) calendar days from the date of the notice to respond in writing thereto and inform the Director of such person's intentions regarding maintaining the encroachment. Should the

recipient elect to apply for an Encroachment Permit to maintain the encroachment, application for the permit must be made, and all conditions set forth in subparagraph (d) must be met, within forty five (45) additional calendar days from the date of the response to the Director, provided, however, that an extension of one forty five (45) calendar day time period shall be granted if recipient demonstrates that due diligence is being exercised in making application for, and complying with the required conditions for such permit. If the recipient of the notice described in paragraph (a) herein fails to respond to the notice or fails to complete an application for and comply with the conditions for an Encroachment Permit within the required period of time, the option to obtain an Encroachment Permit shall no longer be available to the owner and/or occupant of the property upon which the encroachment is located or that is associated with or adjacent to the encroachment. A Notice to Abate shall be sent to such person, following the process set forth in Section 9.05.060 of this Code.

(c) An Encroachment Permit shall become null and void and subject to revocation by the Director upon the sale or any change of ownership of the property upon which the encroachment is located or that is associated with or adjacent to the encroachment.

(d) An Encroachment Permit shall be issued to an applicant only if each of the following conditions are met:

(1) The encroachment must be in existence upon the effective date this ordinance to be eligible for an Encroachment Permit. No encroachment that comes into existence after the effective date this ordinance shall be eligible for such a permit.

(2) The encroachment must not present a public safety hazard. No Encroachment Permit will be issued if the existence thereof creates or causes a public safety hazard.

(3) The applicant must pay the required fee for the Encroachment Permit and must allow the Director access to the applicant's property as necessary to photograph and

otherwise document the encroachment as it exists at the time the Encroachment Permit is issued.

(4) The applicant must sign an agreement to indemnify, hold harmless and defend the City, the Council, the Board, and any of its agents or employees from and against any and all loss, damage, liability, cost or expense which arises, or is alleged to have arisen due to the existence of the encroachment.

(5) The applicant must acquire, at such applicant's own expense, general liability insurance in an amount not less than the maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently $500,000 per occurrence). The City shall be named as an additional insured under said policy and such policy shall properly protect and indemnify the City in an amount not less than aforesaid. The issuer may not cancel the insurance thereof without at least thirty (30) days advance written notice to the Director of Park and Recreation. A copy of such policy shall be furnished to City with the application for an Encroachment Permit and at the time of each annual renewal of such permit.

(6) The applicant shall not, nor permit anyone else to enlarge or expand the encroachment in any manner, nor shall such person erect, construct, install or place any encroachment in addition to that allowed by the Encroachment Permit required herein.

(7) The applicant shall sign a Notice of Encroachment which shall be in a form prepared and approved by the City Attorney, and shall be filed with the Office of the Register of Deeds for Sedgwick County, Kansas. This document is intended to serve as notice to any subsequent purchaser of the property which is associated with the Encroachment Permit that the permit is null and void and subject to revocation and the encroachment subject to abatement upon any sale or change of ownership of said property.

(8) The encroachment for which an Encroachment Permit is issued shall be subject to any utility excavation or other work that must be done at the location of the encroachment by the City or any utility operating under a City franchise. It shall be the responsibility of the permit holder to remove any or all of the encroachment, if necessary, for such work to proceed. Additionally, should damage to the encroachment occur during such utility excavation or other work, the City or utility operating under a City franchise will not be responsible for the repair or replacement of such encroachment if the encroachment is thereafter allowed by this Chapter.

(9) The encroachment for which an Encroachment Permit is issued shall be subject to any redevelopment, change of use or to meet other needs of the Wichita Park and Recreation Department regarding the Park Property where the encroachment is located, as determined by the Council or the Board.

(10) The applicant shall be subject to any additional terms, conditions and/or limitations placed upon the existing encroachment and made a part of the Encroachment Permit by the Director, however, the applicant may, upon written request to the Director, obtain a hearing before either the Director or a designated hearing officer regarding such additional terms and conditions provided the request is received by the Director within ten (10) business days from the date of the issuance of the Encroachment Permit. Any hearing requested shall proceed in accordance with the provisions of Section 9.05.080(a) of this Code.

(e) An Encroachment Permit shall be valid for a term of one year from the date of issuance and must be renewed on an annual basis, with payment of the required fee and subject to all requirements set forth in paragraph (d) of this Section. Renewal must be made no later than thirty (30) calendar days following the expiration date of the permit being renewed.

(f) The Director is authorized, with the approval of the Board, to implement an application process for the Encroachment Permit required by this Section and setting any fees therefor.

(g) An Encroachment Permit shall be revoked by the Director, if any of the following shall occur:

(1) Failure of any holder of an Encroachment Permit to maintain continued compliance with any of the conditions for obtaining such permit as set forth in paragraph (d) of this Section;

(2) Failure of any holder of an Encroachment Permit to renew said permit within the time limits set forth in paragraph (e) of this Section;

(3) The sale or change of ownership of the real property associated with an Encroachment Permit; or

(4) A determination by the Council or the Board regarding redevelopment of or changes in the use of the Park Property where the encroachment is located, in order to meet the needs of the Department of Park and Recreation.

(h) Written notice of the revocation of an Encroachment Permit by the Director shall be provided to the permit holder along with a Notice to Abate pursuant to the procedure set forth in Section 9.05.060 of this Code. The notice shall include the reason for revocation of the Encroachment Permit and a statement that the recipient may, upon written request to the Director, obtain a hearing before either the Director or a designated hearing officer, provided the request is received by the Director within ten (10) business days from the date of the notice of revocation. Any hearing requested shall proceed in accordance with the provisions of Section 9.05.080(a) of this Code. The provisions of the Notice to Abate shall be stayed pending the hearing on the permit revocation."

SECTION 6. Section 9.05.050 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"Existing encroachments not eligible for permit. If the review of an encroachment in existence at the time of the passage of this ordinance results in a determination by the Director that an Encroachment Permit shall not be issued for the continued existence of the encroachment, a written Notice to Abate shall be sent to the owner and/or occupant of the property upon which the encroachment is located or that is associated with or adjacent to the encroachment, following the process set forth in Section 9.05.060 of this Code."

SECTION 7. Section 9.05.060 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"Notice to Abate. (a) Whenever any officer or City employee authorized to enforce the provisions of this Chapter determines that there has been a violation of any of the provisions of Section 9.05.020 of this Code, and/or that an encroachment upon Park Property has occurred, written notice shall be given to the owner and/or occupant of the property upon which the encroachment is located or that is associated with or adjacent to the encroachment. If the violation or encroachment is not associated with any real property other than Park Property, written notice shall be given to the person committing the violation and/or responsible for maintaining the encroachment.

(b) The notice shall include the following information:

(1) The address and/or legal description of the real property associated with the violation and/or encroachment, if any;

(2) The nature of the violation and/or encroachment, with sufficient information that would reasonably allow the recipient to determine the nature of the violation and to allow for self-abatement;

(3) That the violation and/or encroachment shall be abated by the recipient within a designated time period, not exceeding thirty (30) calendar days from the date of

the notice, provided that an extension of one thirty (30) calendar day time period shall be granted to the recipient of the Notice to Abate provided that the recipient makes such request in writing to the Director prior to the expiration of the initial thirty (30) calendar day time period and demonstrates that due diligence is being exercised in abating the violation and/or encroachment;

(4) That the recipient, upon written request to the Director, may obtain a hearing before either the Director or a designated hearing officer regarding the Notice to Abate, provided the request is received by the Director within ten (10) business days from the date of the Notice to Abate, which hearing shall proceed in accordance with the provisions of Section 9.05.080(a) of this Code;

(5) That failure to comply with the Notice to Abate may result in the City abating the violation and/or encroachment with the assessment of costs made against any real property associated with the violation and/or encroachment, or by filing an action seeking judgment against the recipient thereof;

(6) That failure to pay such assessments within thirty (30) calendar days of the notice of costs shall result in the filing of a lien against any real property associated with the violation and/or encroachment or the filing of an action seeking judgment against the recipient thereof, or both; and

(7) That such violation is subject to criminal prosecution.

(c) Except as provided by Subsection (d), the Notice to Abate shall be served on the person or persons responsible for the violation and/or encroachment or the owner of any real property associated with the violation and/or encroachment by certified mail, return receipt requested, or by personal service, or if the any real property associated with the violation and/or encroachment is unoccupied and the owner is a nonresident, then by mailing a notice by certified mail, return receipt requested, to the last known address of the owner.

(d) If the intended recipient has failed to accept delivery or otherwise failed to effectuate receipt of the Notice to Abate sent pursuant to this Section, the City may serve the Notice to Abate by such methods including, but not limited to, door hangers, conspicuously posting the Notice to Abate on the property, personal notification, or first class mail.

(e) If the Notice to Abate cannot be conveniently served as set forth in Subsections (c) and (d) of this Section, service is to be made upon the intended recipient by at least one publication in the official newspaper of the City, such publication to contain the conditions and reasons of the Notice to Abate.

(f) If an officer or employee authorized to enforce violations of this Chapter determines that a violation exists, the officer or employee may issue a Notice to Appear in Municipal Court for such violation. No other procedures or notice are required as a prerequisite to the issuance of a Notice to Appear."

SECTION 8. Section 9.05.070 of the Code of the City of Wichita, Kansas is hereby Created to read as follows: **"Abatement of nuisance by City; notice of costs; assessment and collection.**

(a) If the recipient of the Notice to Abate fails to comply with the terms therein and within the period of time designated in the notice, or fails to comply with the notice after a hearing on the matter, then the City may abate the violation and/or encroachment in a reasonable manner, which may include going upon the real property associated with the violation and/or encroachment. The City shall not be responsible for damage to property due to reasonable methods of gaining entrance onto the property or for damages to property in the reasonable exercise of its duty to the public to abate the violation and/or encroachment. The City may use its own employees or contract for services for such abatement.

(b) If the City takes action to abate the violation, it shall provide a Notice of Costs to the recipient of the Notice to Abate. The Notice of Costs shall be delivered by certified mail,

return receipt requested, at the last known mailing address of the recipient; or if the property associated with the violation and/or encroachment is vacant or unoccupied, the Notice of Costs shall also be posted on the property in a reasonable manner. The recipient shall have thirty (30) calendar days from the date of the Notice to make full payment. The Notice of Cost shall state:

(1) The address or legal description of the property, if any;

(2) The nature of the violation, including relevant ordinances;

(3) The nature of the work performed to abate the violation and/or encroachment;

(4) The costs incurred for the abatement of the violations and/or encroachment in either a lump sum or in itemized form;

(5) That the notice is a demand for payment within thirty (30) calendar days from the date of notice;

(6) That failure to pay the entire amount within thirty (30) calendar days shall allow the City to file a lien against the associated property or to pursue litigation for the recovery of the costs, or both;

(7) That such additional remedies to recover costs shall include additional amounts including additional administrative costs, attorneys' fees when applicable, and interest;

(8) That payment shall be made by check or money order made payable to the City of Wichita, Kansas, with no post-dating of the check, and sent to the address as stated within the notice with a written indication of the purpose for the payment and the address of the property where the violation and/or encroachment occurred. Partial payments will not be accepted and shall be considered as non-payments.

(c) If the payment of costs is not made within the thirty (30 calendar day period, the City may levy a special assessment for such costs against the lot or piece of land associated

with the violation and/or encroachment. The City Clerk at the time of certifying other City taxes to the County Clerk shall certify the aforesaid costs, to be extended by the County Clerk on the tax roll of the county against the lot or parcel of ground, and it shall be collected by the County Treasurer and paid to the City as other City taxes are collected and paid. Provided further, the City may collect the costs in the manner provided at K.S.A. 12-1,115 and amendments thereto, by bringing an action in the appropriate court as a personal debt. The City may pursue both assessment and collection at the same time until the full cost, including applicable interest, court costs, attorneys' fees, and any other reasonable costs associated with the action have been paid in full.

(d) Any assessment charged pursuant to this Subsection shall be in addition to and not in lieu of any other penalties or remedies provided for in this Chapter or any other applicable ordinance of the City and/or law of the State of Kansas."

SECTION 9. Section 9.05.080 of the Code of the City of Wichita, Kansas is hereby created to read as follows: "**Hearing by the Director, Appeals.** (a) If a written request for a hearing is made within the (10) business day period as provided in Sections 9.05.040(d)(8), 9.05.040(g) and 9.05.060(b)(f) of this Chapter, then a hearing shall be scheduled within ten (10) business days before the Director or a designated hearing officer. The Director or hearing officer shall receive evidence, review the facts relevant to the matter being heard and prepare a written order. The order shall be sent by United States mail addressed to the person requesting the hearing within ten (10) business days of the hearing, unless otherwise stated at the hearing. The order shall describe the relevant facts and provide any specific Code provision(s) or written review standard(s) being relied upon and any relevant information as deemed necessary by the Director or designated hearing officer. The Director or designated hearing officer may approve, overrule or modify the decision or determination that is the topic of the hearing request.

(b) The decision of the Director or designated hearing officer may be appealed by a party to the hearing by filing with the City Clerk a written notice of appeal within ten (10)

business days of the date of the written order of the Director or designated hearing officer. The notice of appeal shall specify the name and address of the appellant, the date of the hearing from which the appeal is being taken and shall state a factual basis for the appeal. Upon receipt of a complete and filed notice of appeal, the City Clerk shall proceed as follows:

(1) If the appeal involves an encroachment occurring upon, below, over or across Park Property to which title is held in the name of the Board of Park Commissioners pursuant to Section 5 of Charter Ordinance No. 125 of this Code and amendments thereto, the notice of appeal should be forwarded by the City Clerk to the Board President, who shall schedule a hearing before the Board at the next regularly scheduled Board meeting.

(2) If the appeal involves an encroachment occurring upon, below, over or across Park Property to which title is held in the name of the City of Wichita pursuant to Section 5 of Charter Ordinance No. 125 of this Code and amendments thereto, the City Clerk shall schedule a hearing before the Council no later than 30 days from the date of the filing of the Notice of Appeal with the City Clerk.

(c) Any appeal shall stay any action regarding the violation and/or encroachment or an Encroachment Permit until the matter is heard by either the Board or the Council. The Board or the Council may approve, overrule or modify the decision of the Director or designated hearing officer.

(d) The decision of the Board or the Council may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101 and any amendments thereto. Any such appeal to the District Court shall not stay action regarding the violation and/or encroachment or the Encroachment Permit or other determination made or imposed by the Board or the Council."

SECTION 10. Section 9.05.090 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"Enforcement – Personnel authorized. In addition to all law enforcement officers, the following personnel employed by the City shall have the power to enforce the provisions of this Chapter:

(a) Director of Park and Recreation or designee;

(b) All Fire Department personnel;

(c) Director of Public Works and Utilities or designee; and

(d) Zoning administrator or designee."

SECTION 11. Section 9.05.100 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"Penalty for Violation. Any person who is convicted of a violation of any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100.00) and not more than five hundred dollars ($500.00). Each day that any violation of this Chapter occurs shall constitute a separate offense and shall be punishable hereinafter as a separate violation. Provided, however, that if upon trial of any person found guilty of a violation of any of the provisions of this Chapter it shall appear to the court that the violation and/or encroachment complained of as proscribed in this Chapter is continuing, the court shall enter such order as it shall deem appropriate to cause the nuisance to be abated."

SECTION 12. Section 9.05.110 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"Violations not exclusive. Violations of this Chapter are in addition to any other violation enumerated within the ordinances of the Code of the City and in no way limits the penalties, actions or abatement procedures which may be taken by the City for a violation of this title which is also a violation of any other ordinance of the City or statute of the State of Kansas. Additionally, violations of this Chapter shall not limit or impede in any manner the ability of the City to bring an action in the District Court of the Eighteenth Judicial District or any other appropriate court having jurisdiction to enjoin any violation of the provisions of this Chapter."

SECTION 13. Section 9.05.120 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"Severability. Should any section, clause, sentence, or phrase of this ordinance be found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any remaining provisions herein."

SECTION 14. The original of Section 9.03.250 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 15. This ordinance shall be included in the code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official City paper.

PASSED PASSED by the governing body of the City of Wichita, Kansas, this 21st day of June, 2016.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña, City Attorney and
Director of Law

Encroachments

Department of Park & Recreation

Overview

- City Ordinance 9.03.250 Storage of personal property on park property prohibited.
- It is unlawful and a public nuisance for any person to store personal property, including camp paraphernalia, in or upon any park property.

Overview continued

- City Ordinance 9.03.250 is not specific regarding encroachments on park property and has proven to be unenforceable for the protection of park land. There are currently numerous encroachments on park land throughout the City. With the assistance of the Law Department, ordinance amendments have been presented to the Board of Park Commissioners in 2015 and 2016 and then approved on March 14, 2016.

Proposed Changes

- Existing encroachments may be eligible for a permit and approval process
- New encroachments will not be eligible
- Permits will only be valid under the current ownership

Proposed Changes continued

- The new ordinance provides for criminal penalties and establishes a process for encroachment removal
- No permit will be allowed for parks with land restrictions, such as: parks created with Land and Water Conservation funds, Housing and Urban Development- Parks in Cities funds, etc.
- Any encroachments for commercial purposes must be removed

Recommendation

It is recommended that the City Council approve the change to the Code of Ordinances and place on the first reading.

Encroachments

Department of Park & Recreation

CITY OF WICHITA
www.wichita.gov

ENCROACHMENT PERMIT AGREEMENT

This Encroachment Permit Agreement (hereinafter "Agreement") is made and entered into by and between the City of Wichita, Kansas (hereinafter "City"), a Kansas municipal corporation and _____ (hereinafter "Permit Holder").

WHEREAS the Permit Holder has applied for an Encroachment Permit pursuant to Section 9.05.___ of the Code of the City of Wichita, Kansas (hereinafter "the Code") for an encroachment being maintained by Permit Holder which encroaches upon the premises of _____ Park, and

WHEREAS the encroachment for which a permit is being sought by Permit Holder is set forth in detail in the Encroachment Permit Application (hereinafter "the Application"), a copy of which is attached to this agreement and made a part of as if fully set out herein; and

WHEREAS the Director of Park and Recreation (hereinafter "Director") has reviewed said Application and has found that the encroachment meets the standards and conditions set forth in Section 9.05.040 of the Code and should be approved and a permit to maintain such encroachment granted to Permit Holder conditioned upon the terms of this Agreement. Specifically, the Director finds that the encroachment was inexistence at the time of the passage of Ordinance No. _____ by the City, that the physical characteristics of the encroachment are suitable for a permit to be issued, that the encroachment does not at this time pose a public safety hazard and that the encroachment does not violate any land or deed restriction nor does it encroach upon Park Property that has been acquired and/or developed with Federal financial assistance provided by the National Park Service of the United States Department of the Interior in accordance with the Land & Water Conservation Fund Act of 1965, and amendments thereto.

NOW THEREFORE, in consideration for the City granting an Encroachment Permit for the continued existence of the encroachment as set forth in the Application, the Permit Holder hereto agrees as follows:

1. **Term.** The term of this Agreement and the Encroachment Permit issued pursuant to this Agreement shall commence on the _____ day of _____, 2016 and shall be valid through the _____ day of _____, 2017, which is one calendar year.
2. **Fee.** The fee for an Encroachment Permit shall be $200, payable on or before the execution of this Agreement and each year thereafter. This fee shall not be pro-rated or refundable.

3. **Access to Property.** During the term of this Agreement, Permit Holder agrees to allow City staff access to Permit Holder's property as necessary to view or otherwise document the encroachment.
4. **Indemnification.** By signing this Agreement, Permit Holder agrees to indemnify, hold harmless and defend the City, the Council, the Board, and any of its agents or employees from and against any and all loss, damage, liability, cost or expense which arises, or is alleged to have arisen due to the existence of the encroachment.
5. **Liability insurance.** Permit Holder agrees to acquire, at Permit Holder's own expense, general liability insurance in an amount not less than the maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently $500,000 per occurrence). The City shall be named as an additional insured under said policy and such policy shall properly protect and indemnify the City in an amount not less than aforesaid. The issuer may not cancel the insurance thereof without at least thirty (30) days advance written notice to the Director. Permit Holder agrees to furnish a copy of such policy to the City upon the execution of this Agreement and additional copy shall be furnished to City at the time of each annual renewal of this Agreement.
6. **No expansion.** Permit Holder shall not, nor permit anyone else to enlarge or expand the encroachment in any manner, nor shall such person erect, construct, install or place any encroachment in addition to that allowed by the Encroachment Permit issued pursuant to this Agreement.
7. **Memorandum of Encroachment Permit.** Permit Holder agrees to sign a Memorandum of Encroachment Permit Agreement which shall be in a form prepared and approved by the City Attorney, and which shall be filed with the Office of the Register of Deeds for Sedgwick County, Kansas to serve as notice that the Encroachment Permit is null and void and subject to revocation and the encroachment subject to abatement upon any sale or change of ownership of the property associated with the encroachment. The costs associated of filing said Memorandum shall be paid by the Permit Holder.
8. **Encroachment subject to utility work.** Permit Holder agrees and understands that the encroachment for which this Encroachment Permit is issued shall be subject to

any utility excavation or other work that must be done at the location of the encroachment by the City or any utility operating under a City franchise. It shall be the responsibility of the permit holder to remove any or all of the encroachment, if necessary, for such work to proceed. Additionally, Permittee understands that should damage to the encroachment occur during such utility excavation or other work, the City or utility operating under a City franchise will not be responsible for the repair or replacement of such encroachment.

9. **Encroachment subject to charge of use by City.** Permit Holder agrees that the encroachment for which this Encroachment Permit is issued shall be subject to any redevelopment, change of use or to meet other needs of the Wichita Park and Recreation Department regarding _____Park, as determined by the City Council or the Board of Park Commissioners.
10. **Additional terms and conditions.** (If applicable) By signing this Agreement, Permit Holder agrees to be subject to [list any additional terms and/or conditions if any], subject to the hearing process set forth in Section 9.05.040(d)(10) of the Code.
11. **Renewal of Agreement and Permit.** This Agreement and the accompanying Encroachment Permit must be renewed by Permit Holder on an annual basis for the encroachment to continue in existence. Renewal shall be accomplished by payment of the required fee and execution of a new Agreement setting forth the terms and conditions of such renewal. Application for renewal of this Agreement and the Encroachment Permit must be made by Permit Holder no later than thirty (30) calendar days following the expiration date of this Agreement.
12. **Revocation of Encroachment Permit.** By signing this Agreement, Permit Holder acknowledges and understands that the Encroachment Permit shall be revoked by the Director if any of the following shall occur:
    (a) Failure of Permit Holder to maintain continued compliance with any of the conditions for obtaining the Encroachment Permit set forth in this Agreement;
    (b) Failure of Permit Holder to renew said Encroachment Permit and Agreement within (30) calendar days following the expiration date of this Agreement.
    (c) The sale or change of ownership of the real property associated with the Encroachment Permit; or

(d) A determination by the City Council or the Board of Park Commissioners regarding redevelopment of or changes in the use of _____Park.

13. **Consequences of revocation of Encroachment Permit.** Permit Holder understands that should the Encroachment Permit granted pursuant to his Agreement be revoked, the encroachment will be subject to abatement and any other remedies set forth in chapter 9.05 of the Code.
14. **Assignment.** This Agreement cannot be assigned, sublet or transferred in any manner by Permit Holder.
15. **Third party rights.** It is specifically agreed between the City and Permit Holder that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
16. **Governing law.** This Agreement shall be interpreted according to the laws of the State of Kansas.
17. **No arbitration.** The City and Permit Holder shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration.
18. **NOTICES.** Any notice required or allowed by this Agreement shall be deemed sufficiently given if personally delivered, sent by registered or certified mail, return receipt requested, or sent via telefacsimile to the party to who said notice is directed. Notices sent by registered or certified mail, return receipt requested, shall be deemed to have been made 72 hours after the date said notice is postmarked to the addressee, postage prepaid. Notices sent by telefacsimile shall be deemed to have been given on the day sent and, if illegible, shall, at the receiving party's request, be re-sent until the receiving party receives a legible telefacsimile. Until changed by written notice given by either party to the other, the addresses or the parties shall be as follows:

Park & Recreation Department	_____
City of Wichita, Kansas	Permit Holder
11th Floor, City Hall	_____(address)_____
455 N. Main	Wichita, Kansas 67208
Wichita, Kansas 67202	FAX:_____
FAX: (316) 858-7767	

PERMIT HOLDER:

_____ _____

Date

DEPARTMENT OF PARK AND RECREATION

_____ _____

Troy Houtman, Director Date

CITY OF WICHITA, KANSAS

_____ _____

Robert Layton, City Manager Date

ENCROACHMENT PERMIT APPLICATION

Director of Park and Recreation
Department of Park and Recreation
City Hall, 11th Floor, 455 North Main
Wichita, Kansas 67202

I request permission for the existing encroachment identified as _____(short description of

encroachment, such as "flower garden" or "shed" or "fence" _____

and more fully described in the enclosed plans, drawings and photographs, in Park Property

_____, adjacent to or otherwise associated with my property addressed

as _____ in accordance with the enclosed plans, drawings, and

photographs. The legal description of my property at this address is as follows:

Lot: _____ Block: _____

Addition: _____

I understand that I must abide by all of the terms and conditions set forth in Chapter 9.05 of the code of the City of Wichita, and amendments thereto, and specifically with the requirements set forth in Section 9.05.040. I further understand that I must enter into a separate Encroachment Permit Agreement with the City of Wichita or the Board of Park Commissioners should permission for the encroachment set forth above be granted.

I agree to pay the $200 Encroachment Permit fee plus $50 for the recording of the Memorandum of Encroachment Permit Agreement upon approval of my Encroachment Permit. I understand that the Encroachment Permit fee is due and payable on an annual basis in order to maintain the Encroachment Permit in accordance with Chapter 9.05 of the City Code.

I understand that only encroachments identified prior to _____ by the Department of Park and Recreation are eligible for approval. I further understand that approved encroachments may not be altered in size or location and that alteration of an encroachment is grounds for revocation of an Encroachment Permit as set forth in Chapter 9.05 of the code of the City of Wichita.

I understand that an encroachment permit will not be granted in a park that is limited by land restrictions and as listed on the reverse side of this application.

I agree the information provided in this application is accurate to the best of my knowledge and belief and I have attached the $25 Permit Application Fee which I understand is Non-Refundable.

(Signatures on reverse)

Property Owner – Signature	Property Owner – Printed
Telephone Number	Date
Address	Fax
City, State, Zip	Email Address

APPROVED:

Director Park and Recreation	Date

The below listed Parks are <u>NOT ELIGIBLE</u> for Permits for Encroachment due to restrictions of federal funding programs:

<u>Land Water Conservation Fund</u>

Boston
Brownthrush
Buffalo
Cessna East & West
Chisholm Creek
Evergreen
Harrison
Kiwanis
Linwood – North & South
McAdams
Orchard
Osage
Pawnee Prairie
Planeview
Riverside – South & Central
Sim
Southview
Stearman – LWCF offset
Swanson
Sycamore
Watson
West Douglas
Wichita Skatepark

<u>Housing and Urban Development – Parks in Cities</u>

Dr. Glen Dey (Grove)
Emporia
Evergreen
Murdock
Piatt

This Instrument was Prepared By
And When Recorded Mail to:
Park & Recreation Department of
the City of Wichita, Kansas
11th Floor, City Hall
455 N. Main
Wichita, KS 67202

MEMORANDUM OF

ENCROACHMENT PERMIT AGREEMENT

This Memorandum of Encroachment Permit Agreement ("Memorandum"), is made this _____ day of _____, 20____, by and between the City of Wichita, Kansas, a municipal corporation, ("City") or [Park Board], and _____ ("Permit Holder(s)")

RECITALS:

WHEREAS, City/Board is the owner of certain real property located at _____ and commonly known as [ie: Watson Park] ("the Park Property); and

WHEREAS, the Permit Holder(s) is/are the owner(s) of certain real property located at _____; and

WHEREAS, the Permit Holder(s) has encroached upon the Park Property by causing or allowing _____; and

WHEREAS, the Permit Holder(s) has/have been granted an Encroachment Permit from the City/Board dated _____, which is renewable on an annual basis from this date. A copy of the Encroachment Permit Agreement is maintained at _____ and all of its terms are incorporated in this Memorandum as thought fully set forth herein; and

WHEREAS, the City/Board and the Permit Holder(s) desire to file this Memorandum of record in the office or the Register of Deeds of Sedgwick County, Kansas, in order to provide record notice to third parties of Permit Holder(s) encroachment on the Park Property;

NOW THEREFORE, for and in consideration of the granting of the Encroachment Permit, and for other good and valuable consideration, the receipt and adequacy and sufficiency of which are expressly acknowledge by the parties, the City/Board and the Permit Holder(s) agree and acknowledge for themselves and their respective successors and assigns, as follows:

1. City/Board agrees to allow and permit the Permit Holder(s) the temporary right to maintain said encroachment for a period of one calendar year from the date of this Memorandum.
2. During the term of this Memorandum, the Permit Holder(s) agrees to allow the City staff access to Permit Holder(s) property as reasonably necessary to view or otherwise document the encroachment.
3. Permit Holder(s) agree(s) to maintain at Permit Holder(s) own expense liability insurance as specified in the Encroachment Permit Agreement.
4. Permit Holder(s) agrees that no expansion of the encroachment, in any way, is permitted and if such expansion does occur, the Encroachment Permit becomes void.
5. Permit Holder(s) agrees and understands that the said encroachment is subject to any utility work that is necessary at the location of the encroachment and that if any damage occurs to the said encroachment during said utility work by the City or any utility operating under a City franchise, the Permit Holder(s) will be solely responsible for the repair or replacement of such encroachment, if thereafter allowed.
6. This Memorandum contains only selected provisions of the Encroachment Permit Agreement and reference is made to the full text of said Agreement for all of the applicable terms and conditions. This Memorandum does not, in any way, amend or supersede the terms and conditions of the Encroachment Permit Agreement.

IN WITNESS WEREOF, the City/Board and the Permit Holder(s) have executed this Memorandum the day and year first written above.

PERMIT HOLDER:

_____ _____

Date

DEPARTMENT OF PARK AND RECREATION
CITY OF WICHITA, KANSAS

_____ _____

Troy Houtman, Director Date

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Arkansas River Ordinance (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: In order to increase public safety between all user groups and facilitate an increase in recreational programming use of the Arkansas River, an update to the current ordinance is requested. In light of the existing Arkansas River bank areas and future projects related to improvements of the River Corridor, this Ordinance change seeks to encourage use by non-motorized watercraft. This will assist with greater control but allow flexibility for certain uses with Director approval. Examples of this include the WSU crew team, Wichita Rowing Association and community events such as Riverfest.

Analysis: The adopted changes would allow compliance between City and State statutes and allow for enforcement of City ordinances. Current ordinances do not fully address some of the observed and potentially hazardous situations that have occurred such as bow fishing or abandoned boats on the Arkansas River. Additional signage of adopted changes would be implemented and assist with prevention and enforcement of penalties. Some of the changes are:

- Clarification on dangerous water conditions and the associative penalties for non-compliance with the provisions of the ordinance
- Prohibition of motorized boating
- Prohibition of bow-fishing
- Prohibition of jumping from any Arkansas River bridge
- Prohibition of swimming and the use of inflatables within the Lincoln Street Dam safe boat passage

Financial Considerations: There are no financial considerations at this time.

Legal Considerations: The Law Department has prepared the proposed ordinance and approved as to form.

Recommendation/Action: It is recommended that the City Council place the ordinance on first reading and authorize all necessary signatures.

Attachment: Copy of the proposed new ordinance.

First Published in the Wichita Eagle on _____

5/31/2016

ORDINANCE NO.50-265

AN ORDINANCE AMENDING SECTIONS 9.29.030, 9.29.060, 9.29.080, 9,.29.090, 9.29.100, 9.29.110, 9.29.140, 9.29.150, 9.29.170 9.29.180, 9.29.200, 9.29.230, 9.29.250, 9.29.260, 9.29.280, 9.29.390 AND 9.29.400; CREATING SECTIONS 9.29.035, 9.29.175, 9.29.235, 9.29.255 AND 9.29.265; AND REPEALING SECTIONS 9.29.040, 9.29.050, 9.29.070, 9.29.100, 9.29.290, 9.29.300, 9.29.310, 9.29.320, 9.29.330, 9.29.340, 9.29.350, 9.29.360, 9.29.370 AND 9.29.380 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO REGULATIONS FOR USE OF THE BIG ARKANSAS RIVER AND BANK AREA.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 9.29.030 of the Code of the City of Wichita, Kansas is hereby amended to read as follows: "**Definitions.** For the purposes of this chapter, the following words and phrases used herein shall have the following meanings unless otherwise clearly indicated by the context:

(a) "Water craft <u>or "Watercraft</u>" means any <u>boat or vessel designed for water travel, including, but not limited to any</u> row boat, canoe, <u>kayak, standup paddle board,</u> power boat or motor boat, paddle boat, sail craft or boat of any type, and includes personal watercraft <u>and air boats.</u>

(b) "Power boat" <u>or "Motor boat"</u> means any water craft powered by a combustible engine <u>or electric motor or machinery or any kind, whether or not such machinery is the principal source of propulsion.</u>

(c) "Personal watercraft" means those watercraft including, but not limited to, jet skis, water bikes, wave runners, wave jammers, and other similar one or two person watercraft being propelled or powered by machinery.

(d) "Director" means the Director of the Department of Park and Recreation or the Director's designated representative.

(e) "Inflatable floatation device" means an inner tube or other water recreational form or apparatus that is inflated with air or foam and is non-navigable. This term includes inflatable or foam chaise loungers, air mattresses and other inflatable or foam devices.

(f) "Operate" means to navigate or otherwise use a watercraft of any kind.

(g) "Operator" means a person who is in actual physical control of any watercraft upon the river or while docking.

(h) "Swim" means to swim, stand, wade or be in the river or use the river for any recreational purpose."

SECTION 2. Section 9.29.035 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"Power boats, motor boats and personal watercraft prohibited upon the Big Arkansas River without permission. (a) It shall be unlawful for any person to operate a power boat, motor boat or personal watercraft upon the Big Arkansas River at any point within the city limits of the City of Wichita, Kansas without prior written approval from the Director of Park and Recreation.

(b) Upon obtaining written approval of the Director, any operation of a power boat, motor boat or personal watercraft upon the Big Arkansas River and shall be subject to terms and

conditions as set forth in the Wichita City Park Guidelines for Boating and any additional rules and regulations as may be established by said Director. It shall be unlawful for any person to operate a watercraft upon the Big Arkansas River with written permission from the Director but in violation of the provisions set forth in the Wichita City Park Guidelines for Boating, or in violation of any other rule or regulation established by the Director."

SECTION 3. Section 9.29.060 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Lincoln Street dam, watercraft prohibited, exceptions. It is unlawful for any water craft operating in or upon the Big Arkansas River and Bank Area to come within one hundred fifty feet of the Lincoln Street dam, however canoes and kayaks are allowed in the safe boat passage. Swimming and use of any inflatable floatation device is strictly prohibited in the boat passage."

SECTION 4. Section 9.29.080 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Confluence of the Big and Little Arkansas Rivers. Unless prior written approval has been obtained from the Director, it is unlawful for any person to operate a water craft in or upon the Big Arkansas River and Bank Area within 50 (fifty) feet of the "falls" area at the confluence of the Big and Little Arkansas Rivers, within 50 (fifty) feet of the fire pots at the foot of The Keeper of The Plains sculpture, or upon the Little Arkansas River between the "falls" area and the Central Avenue. "

SECTION 5. Section 9.29.090 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Prohibited during festivals. Unless a permit or the prior written approval of the Director is obtained, all unauthorized water craft and watercraft activities are prohibited in or upon any portion or portions of the Big Arkansas River and Bank Area on days during which the same or portion thereof is being used for community events, special functions, ceremonies or festivals sanctioned by the City or by the Department of Water Resources of the State of Kansas.

SECTION 6. Section 9.29.110 of the Code of the City of Wichita, Kansas shall read as follows:

"Boats for hire—Soliciting. It is unlawful for any person, firm or corporation operating a water craft in or upon the Big Arkansas River and Bank Area for hire, or who accepts a fee, donation, contribution or remuneration of any kind to solicit, pick up or discharge passengers from property under the ownership, jurisdiction or control of the City or the Board of Park Commissioners of the City without written permission from the Director."

SECTION 7. Section 9.29.140 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Tying - Where prohibited. It is unlawful for any person to tie a water craft of any type to any tree located upon property under the ownership, jurisdiction or control of the City or the Board of Park Commissioners of the City, and no person shall drive stakes on such property for the purpose of tying or anchoring any water craft. The tying of any type of water craft in or upon the Big Arkansas River and Bank Area shall be limited to designated areas which are so marked. No person shall tie or anchor any type of water craft beneath any bridge crossing the Big Arkansas River or within the park system of the City, including A. Price Woodard Parks (East

and West near the Douglas Street bridge), unless permission is obtained in writing from the ~~city~~ Director."

SECTION 8. Section 9.29.150 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Speed limits. It is unlawful for any person to operate any water craft in or upon the Big Arkansas River and Bank Area at a speed greater than forty miles per hour except authorized in writing by the Director. In no case shall power boats operate in excess of five (5) miles per hour when passing beneath any bridge located within the area between the Lincoln Street dam and the Seneca Street bridge. No water craft shall operate in excess of five (5) miles per hour when operating between the Kellogg Avenue overpass/bridge and the Lewis Street bridge, nor between the Douglas Street bridge and the First Street bridge."

SECTION 9. Section 9.29.170 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Riding prohibited when, exceptions. It is unlawful for any person to ride, or permit another to ride on any elevated decks or gunnels of any water craft operating in or upon the Big Arkansas River and Bank Area unless prior written authorization has been obtained from the Director."

SECTION 10. Section 9.29.175 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"**Operating a watercraft under the influence of alcohol or drugs.** It is unlawful for any person to operate or attempt to operate any watercraft located in or upon the Big Arkansas River and Bank Areas while under the influence of alcohol, drugs or any combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely operating a

watercraft. Any violation of this section shall be subject to the definitions and provisions set forth in K.S.A. 32-1130, K.S.A. 32-1131 and K.S.A. 32-1138, and any amendments thereto, and any violator shall be subject to the penalties set forth therein."

SECTION 11. Section 9.29.180 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Intoxicated persons.** It is unlawful for any person to ride in any water craft located in or upon the Big Arkansas River and Bank Area while such person is under the influence of alcohol and/or drugs or any combination thereof to a degree that renders the person incapable of safely riding within or upon such water craft."

SECTION 12. Section 9.29.200 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Authorized loading at ramps, courtesy docks and loading areas.** It is unlawful for any person, firm or corporation to use property along the Big Arkansas River and Bank Area that is under the ownership, jurisdiction or control of the City or the Board of Park Commissioners of the City for the purpose of loading or unloading power boats, or water craft of any type which requires the use of a hauling trailer, or for the purpose of loading or unloading equipment, operators or passengers at any place other than the authorized and designated ramps, courtesy docks and loading areas, except by written consent of the ~~city~~ Director."

SECTION 13. Section 9.29.230 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Throwing objects. It is unlawful for any person to throw any object from the bank, any bridge or water craft located in or upon the Big Arkansas River and Bank Area unless prior

written approval has been obtained from the Director. Casting a fishing line or use of a safety rope shall not be considered as throwing an object."

SECTION 14. Section 9.29.235 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"**Jumping from bridges - Prohibited.** It is unlawful for any person to jump or dive or otherwise throw themselves from any bridge that crosses the Big Arkansas River."

SECTION 15. Section 9.29.250 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Placement of buoys—Where prohibited. The placement of buoys or floating markers of any description in or upon the Big Arkansas River and Bank Area by any organization, person, firm or corporation is strictly prohibited, except by written consent of the Director."

SECTION 16. Section 9.29.255 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"**Abandoned watercraft – Removal.** (a) It shall be unlawful for any person to abandon a watercraft in, upon or sunk in the Big Arkansas River and Bank Area without the prior written consent of the Director. Abandoned watercraft may be removed by a law enforcement officer when any of the conditions exist as set forth in K.S.A. 32-1156(c), and any amendment thereto. (b) If none of the conditions exist as set forth in subsection (a) herein, and the ownership of the abandoned or sunken watercraft can be ascertained, the owner shall be given written notice to remove the abandoned or sunken watercraft within 10 business days from the date of the notice. Notice shall be deemed sufficient if given to the owner personally or sent by United States mail. Any owner so notified who has not removed the abandoned or sunken watercraft shall be liable to the City for all costs incurred by its removal and for any subsequent storage fees. If the

owner fails to claim the abandoned or sunken watercraft after its removal from the river by the City, the watercraft may be disposed of as set forth in K.S.A. 32-1157 and amendments thereto."

SECTION 17. Section 9.29.260 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

Dangerous Water Conditions – Authority to close river. In the event that the Director of the Department of Park and Recreation determines the presence of certain conditions make navigation and other activities in, upon and around the Big Arkansas River and Bank Area significantly dangerous to the public, the Director is authorized to issue an order closing the river to the public. In making such a determination the Director may consult with and gather input from the Chief of Police, the Fire Chief, the Director of the Department of Public Works any other necessary City staff. Conditions that will be considered significantly dangerous to the public can include, but are not limited to, high water levels, swift currents, the presence of debris in the river and along the river bank and the presence of harmful bacteria that impacts water quality. The Director shall close all public boat ramps and all water craft and all water craft activities in and upon the river are prohibited during such times the ramps are closed. The Director's order shall be disseminated to all local news media and all such other available means as are necessary may be utilized to inform the public by announcement of such order. All boat ramps providing public access to the river shall be posted and physical barricades may be used to block access to such ramps. Recession of the Director's order shall be publicly announced in the local media and all postings and barriers shall be removed."

SECTION 18. Section 9.29.265 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

"**Violation of Dangerous Water Conditions order – Unlawful, exceptions.** (a) It is unlawful for any person to enter into or to operate any water craft in or upon the Big Arkansas River and Bank Area during any time an order that has been issued by the Director closing the river due to dangerous water conditions is in effect.

(b) This provision shall not apply to authorized emergency personnel in the performance of their official duties.

(c) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punished as set forth in Section 9.29.390 of this Chapter."

SECTION 19. Section 9.29.280 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Fishing—where prohibited, Bowfishing prohibited. It is unlawful for any person to attempt to capture, kill, or otherwise obtain fish from the Big Arkansas River within the city limits by any means while such person is on the Kellogg Avenue overpass/bridge, Lewis Street bridge, Douglas Street bridge, First Street railroad bridge or First Street bridge. It is unlawful for any person to attempt to capture, kill or otherwise obtain fish from the Big Arkansas River by any means while said person is an occupant of any watercraft placed on or within the Big Arkansas River and Bank Area between the Lincoln Street dam and the 2nd Street Bridge. Bowfishing is prohibited in or upon all parts of the Big Arkansas River and Bank Area within the city limits of the City of Wichita."

SECTION 20. Section 9.29.390 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Violation and penalty. It is a misdemeanor for any person to knowingly and willfully violate any provision of this chapter. Every person who is convicted of violating the provision of this chapter may be punished by a fine of not more than $500."

SECTION 21. Section 9.29.400 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Written consent – Procedure. Whenever the written approval, consent or permission of the Director of Park and Recreation is required either as a condition precedent to an action taken or to exempt a person from any of the provisions of this chapter, the same shall be obtained by submitting a request for such consent in writing to the Department of Park and Recreation. Such request shall be submitted at least 2 business days in advance for recreational use of the river and 30 days in advance for special events. A request for written consent of the Director under this chapter shall be subject to the provisions set forth in subsections (a) and (c) of Section 9.03.080 and Sections 9.03.090 through 9.03.190 of this Code, pertaining to the provisions governing the issuance of park permits, including the standards for issuance and the process for appealing the denial thereof. Additionally, any written consent or permission required to be obtain from or granted by the Director may be obtained from or granted by a designated representative of the Director, unless this chapter expressly provides otherwise.

Any written consent issued or provided pursuant to this chapter shall be valid only for the date, time and duration and for the purpose(s) specifically set forth within the written consent and shall further be subject to an administrative fee to be set and collected by the Department of Park and Recreation. In the Director's discretion, approval may be given for a duration of up to one (1) year at a time for recurring activities."

SECTION 22. The originals of Sections 9.29.030, 9.29.040, 9.29.050, 9.29.060, 9.29.070, 9.29.080, 9.29.090, 9.29.100, 9.29.110, 9.29.140, 9.29.150, 9.29.170, 9.29.180, 9.29.200, 9.29.230, 9.29.250, 9.29.260, 9.29.280, 9.29.290, 9.29.300, 9.29.310, 9.29.320, 9.29.330, 9.29.340, 9.29.350, 9.29.360, 9.29.370, 9.29.380, 9.29.390 and 9.29.400, of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 23. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2016.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
Director of Law and City Attorney

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Human Resources/Payroll and Finance System

INITIATED BY: Department of Human Resources, Department of Finance and Department of Information Technology

AGENDA: New Business

Recommendation: Approve the contract with Tyler Technologies, Inc., adopt the resolution and authorize the necessary signatures.

Background: The City's core financial systems, which affect every program and business process, have reached end of life after 25 years. The City's accounting software (Performance Series) and payroll software (Cyborg) lack modern capabilities to integrate with each other and with other applications. One fully integrated system is needed to streamline processes and standardize financial information citywide.

On January 12, 2015, a Request for Proposal (RFP) was published. Seven responses to the RFP were received by the March 6, 2015 due date and were evaluated. Responses were reviewed by a Staff Screening and Selection Committee (SSSC) consisting of four departments: Finance, Human Resources, Information Technology (IT/IS) and Law. The RFP was comprehensive, detailing over 2,000 requirements. The committee short-listed four responses using the following criteria:

- Performance standards, qualifications, requirements and functionality
- Completeness of proposal and understanding of City's purpose, scope and objectives
- Experience and resources
- Willingness to use the City's contract
- Customer service
- Approach, training and documentation
- Cost

Four finalists were invited to Wichita to facilitate two-day on-site demonstrations during June and July of 2015. Over 20 employees participated in the demonstrations from the Finance, Human Resources, Information Technology and Law Departments. The SSSC next narrowed RFP responses to two using the following criteria:

- Overall demonstration
- Implementation plan, training approach and customer service
- Ease of use
- Requirements and functionality

From August 2015 through February 2016, staff held follow-up meetings to clarify answers to questions, attended additional functional demonstrations, completed litigation checks, performed site visits and made reference calls to other city and county governments who use the systems under consideration. Additionally, the top two vendors were asked to send comprehensive best and final cost proposals.

After further review, the SSSC identified and selected Tyler Technologies, Inc. (Tyler) as the recommended provider based on the project and implementation team, functionality best meeting the City's needs, implementation plan, customer service, and other criteria used in the evaluation process.

Tyler Technologies was founded in 1966 and made the decision to focus exclusively on the public sector in 1998. Many of Tyler's solutions have been in the Administrative Software Industry since the 1980's. Tyler is the largest national provider of integrated software systems and information technology services exclusively focused on the public sector. Tyler supports an installed base of more than 13,000 systems in local governments and K–12 schools in all 50 states, Canada, the Caribbean, the United Kingdom and other international locations, with over 2,856 employees nationwide. Tyler Technologies' total revenues for 2014 were reported at $493.1 million.

Tyler's integrated solution offered several critical benefits over the current Human Resources/Payroll and Finance systems:

- Efficiencies resulting from combining all functions within a single software platform and a single relational database;
- Reduced risk of error by eliminating interfaces between payroll and financial systems;
- An evergreen philosophy which states that the City will not be charged additional license fees for any future releases or interim product enhancements;
- A user-friendly and familiar end-user interface;
- Employee and vendor self-service portals;
- Easy-to-use reporting tools for staff with non-technical backgrounds;
- Electronic workflow; and
- A robust content management system to store and retrieve electronic images of supporting documents such as purchase orders, invoices, and payments.

Financial Considerations: The contract with Tyler Technologies, Inc. includes $2,990,265 for one-time installation costs. The system will require the purchase of computer hardware and may require professional services to assist with data configuration and to develop replacement interfaces between Tyler's integrated software and other City systems. The estimated cost for these items will not exceed $520,693. Staff will purchase these items as needed, returning to Council for approval as appropriate. Finally, a contingency reserve of 15% of the contract total, or $524,042, will be used for implementation costs not yet defined, for additional hardware or added functionality, or for other unforeseen costs.

Available Funding	
Software Replacement Fund (SRF)	$1,938,000
Equipment Replacement Fund (ERF)	398,000
General Obligation At-Large Financing	1,699,000
Total Available Funding	**$4,035,000**
Project Costs	
Contractor	$2,990,265
IT/IS Infrastructure and Implementation	520,693
Contingency (15%)	524,042
Total Costs	**$4,035,000**

Purchasing rules and policies will be followed for the use of any contingent funds, returning to the City Council for approval only if all funds have been exhausted. Additionally, the resolution provides authorization for staff to approve individual change orders for this project not exceeding two percent of the original contract price without separate City Council approval to allow responsible project management to continue without costly and inconvenient delays.

The contract with Tyler also includes annual support costs for a ten-year period with annual increases subject to established limitations. The annual support costs for 2017 total $296,190.

Funds for the new Human Resources/Payroll and Finance system will be derived from the Software Replacement Fund ($1,938,000), Equipment Replacement Fund ($398,000) and general obligation at-large financing ($1,699,000).

Legal Considerations: The contract and bonding resolution have been reviewed and approved as to form by the Law Department. The change order authority granted to staff is well within the scope allowed under Charter Ordinance 222.

Recommendations/Actions: Approve the selection of the recommended firm and the related contract with Tyler Technologies, Inc., adopt the resolution and authorize the necessary signatures.

Attachments: Information Technology Agreement with Tyler Technologies, Inc.
Resolution

HR/Payroll and Finance System

CMO, Finance, HR/Payroll and IT

June 14, 2016

Background

Currently the City uses four core administrative systems to perform key enterprise activities:

1. Budget: **Cognos**
2. Finance: **Performance**
3. Human Resources: **Neogov**
4. Payroll: **Cyborg**

Opportunity

Retire and replace four core administrative systems with a single integrated system:

Current Systems:	New System:
• Out of date/end of life	• Modern
• Stand alone/detached	• Fully integrated
• Manual processes	• Automated
• Hard to use	• Business friendly

Why An Integrated System?

- Online Paychecks
- Self-service
- Online Benefits Registration
- Dashboards
- Position Control
- Workflow Approvals

- Modernize technology
- Reduce overhead
- Increase customer satisfaction

Selection Process

- Issued RFP; 01/2015
- Received seven proposals; 03/2015
- Conducted demos with four finalists
- Narrowed finalists down to top two
- Conducted background checks on top two
- Selected Tyler Technologies, Inc.

Process and Timeline

- Estimated timeline: 21 months
- Kick-off project: July 2016
- Go-live: January 2018

Financial Considerations

Available Funding	
Software Replacement Fund (SRF)	$1,938,000
Equipment Replacement Fund (ERF)	398,000
Temporary Notes	1,698,842
Total Available Funding	$4,034,842

Project Costs	
Contractor	$3,007,769
IT/IS Infrastructure and Implementation	502,073
Contingency (15%)	525,000
Total Costs	$4,034,842

Recommendations/Action

- Approve contract
- Authorize necessary signatures

RESOLUTION NO. 15-160

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, an increase in the level of change orders allowed without additional Council approval, but at a level considerably below that allowed in Charter Ordinance 222, will allow responsible project management to continue without costly and inconvenient construction delays; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Human Resources/Payroll and Finance System

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $4,035,000 in accordance with plans and specifications approved by the Governing Body.

Section 2. Change Order Limits. The City Council for the City of Wichita, Kansas hereby adopts and approves a one-time authorization under the City's change order policy governing the construction of public improvements. This authorization allows City staff to approve any individual change order for this project not exceeding two percent (2%) of the original contract price without separate City Council approval. All other provisions of the City's change order policy shall remain in effect.

Section 3. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on June 14, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law and
City Attorney

Agreement #_____

CITY OF WICHITA

Information Technology Agreement

THIS Information Technology Agreement ("Agreement") is made by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and Tyler Technologies, Inc., hereinafter referred to as the "Contractor." The City and Contractor are collectively referred to as the "Parties".

WHEREAS, the Contractor has represented that it is capable of implementing the Statement of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions.

A. Acceptance shall mean, as to Deliverables, the process set forth in the Statement of Work and, as to Contractor Software, the process set forth in Section 7 of this Agreement.

B. Business Travel Policy means Contractor's business travel policy. A copy of Contractor's current Business Travel Policy is attached as Schedule 1 to Exhibit B.

C. Change Request shall mean the document utilized to request changes or revisions in the Statement of Work. A template form is provided as Appendix 6 to the Statement of Work.

D. Chief Information Officer (CIO) shall mean the CIO of the City of Wichita or designated representative.

E. City shall mean the City of Wichita, including its officials, employees, contractors, agents and affiliates.

F. City Data shall mean all data created or provided by the City and input into the Contractor Software or otherwise made available to Contractor.

G. Contractor shall mean the Contractor and its employees, contractors, subcontractors, agents and affiliates who are providing the services agreed to under this Agreement.

H. Contractor Software shall mean the Contractor's proprietary software, including the productivity, financials, payroll/HR, revenue and other software modules, as well as integrations/interface and custom modifications thereto, set forth in the Investment Summary provided at Exhibit A and licensed to the City under this Agreement.

I. Data Breach shall mean the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of City's unencrypted Personal Data or Non-Public Data.

J. Data at Rest shall mean all data in storage. Data at Rest includes but is not limited to archived data, data which is not accessed or changed frequently, files stored on hard drives, USB thumb drives, files stored on backup tape and disks, and also files stored off-site or on a storage area network (SAN).

K. Data in Transit shall mean data that is moving across public or "untrusted" networks such as the Internet, and data that is moving within the confines of private networks such as corporate Local Area Networks (LANs).

L. Deliverable shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined in the Statement of Work.

M. Defect means a failure of the Contractor Software to substantially conform to the functional descriptions set forth in Contractor's written proposal to the City, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Contractor's then-current Documentation.

N. Developer means a third party who owns the intellectual property rights to Third Party Software.

O. Documentation means any online or written documentation related to the use or functionality of the Contractor Software that Contractor provides or otherwise makes available to the City, including instructions, user guides, manuals and other training or self-help documentation.

P. Effective Date means the date on which the City's authorized representative signs the Agreement.

Q. Emergency Support shall mean technical support provided by the Contractor outside of normal support hours, as described in Schedule 2 to Exhibit C..

R. Exfiltration shall mean any unauthorized release of data from within an Information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

S. Force Majeure means an event beyond the reasonable control of the City or Contractor, 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 the City or Contractor.

T. Go-Live shall mean the event at which the Contractor Software is moved to a production environment, as set forth in the Statement of Work. The Go-Live date may be amended or modified by the Parties' written agreement as provided for in this Agreement.

U. Know How shall mean all technical Information, data, knowledge including other intangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

V. Intellectual Property shall mean any and all proprietary Information existing as of the Effective Date and/or developed pursuant to the terms of this Agreement.

W. Information shall mean any communicable knowledge or documentary material, regardless of its physical form or characteristics.

X. Information System shall mean a set of information resources organized for the collection, storage, processing, maintenance, use, sharing, dissemination, disposition, display, or transmission of Information.

Y. Investment Summary means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.

Z. Maintenance and Support Agreement means the terms and conditions governing the provision of maintenance and support services to all of Contractor's customers. A copy of Contractor's current Maintenance and Support Agreement is attached as Exhibit C.

AA. Non-Public Data shall mean City Data, other than Personal Data, that is not subject to distribution to the public as public Information. It is deemed to be sensitive and confidential by the City because it contains Information that is exempt by statute, ordinance or administrative rule from access by the general public as public Information.

BB. Payment Invoice shall mean a detailed written request for payment of services rendered from the Contractor to the City on Contractor's standard invoice. Payment Invoice(s) must identify the software and/or services fees and related expenses, if any, for which the invoice is submitted, consistent with Section 6 and Exhibit B.

CC. Personal Data shall mean data that includes Information relating to a person that identifies the person by name and has any of the following personally identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account Information, including account number(s), credit or debit card numbers; or any other Information that is linked or linkable to an individual (e.g. date and place of birth, mother's maiden name, address Information such as street address or email address, or other medical, educational, financial, and employment Information).

DD. Project shall mean the implementation of the Contractor Software and the delivery of services and Deliverables as set forth in this Agreement.

EE. Project Manager shall mean a qualified person from each Party responsible for all aspects of the Project. Each Party will identify its Project Manager during the project kick-off activities described in the Statement of Work.

FF. Security Incident shall mean the potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of a City's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.

GG. Statement of Work shall means the industry standard implementation plan providing a detailed description of the specific services or tasks the Contractor is required to perform under this Agreement to implement the Contractor Software, including the Parties' roles and responsibilities in connection with that implementation, the location of work, period of performance, Deliverables, Deliverables Acceptance criteria, and any other special implementation requirements. The Statement of Work is set forth at Exhibit E.

HH. Support Call Process means the support call process applicable to all of Contractor's customers who have licensed the Contractor Software. A copy of Contractor's current Support Call Process is attached as Schedule 1 to Exhibit C.

II. Third Party Terms means the end user license agreement for the Third Party Software, attached at Exhibit D.

JJ. Third Party Hardware means the third party hardware identified in the Investment Summary.

KK. Third Party Products means the Third Party Software and Third Party Hardware.

LL. Third Party Software means the third party software known as DocOrigin, which is embedded into the Tyler Forms module set forth in the Investment Summary.

2. License Grant.

Contractor hereby grants the City a non-exclusive, royalty free license to use the Contractor Software and the Documentation for the City's internal business purposes only, in the scope of the internal business purposes disclosed to Contractor as of the Effective Date. The City agrees to pay Contractor the license fees set forth in the Investment Summary according to the compensation schedule set forth in Section 6. Upon payment in full of the license fees, the City's rights to use the Contractor Software are perpetual, but Contractor may revoke those rights if the City does not comply with the terms of this license grant. This license grant extends to any and all upgrades, updates, bug fixes, corrections and/or revisions which Contractor shall make available, if and as developed, to customers under a Maintenance and Support Agreement. Configuration or customization of the Contractor Software made according to the City's requirements, to the extent set forth in the Investment Summary or subsequently agreed to by the parties and added to the scope by amendment or change order, will be performed by the Contractor.

The Contractor will own in its entirety such configuration development and the Intellectual Property related to the Contractor Software. Contractor reserves all rights not expressly granted in this Agreement. The Contractor Software is licensed, not sold.

The City may make copies of the Contractor Software for archival, backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. The City may also make copies of the Documentation for its internal reference purposes. Those copies of the Contractor Software and Documentation are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

Restrictions on Application Use. The City shall not, directly or by permitting any third party to: 1) disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Contractor Software; 2) modify, adapt, create derivative works based upon, or translate the licensed application Contractor Software or any portion thereof; 3) resell, distribute, or otherwise grant any rights in Contractor Software or any portion thereof to any third party, including commercial time-sharing, rental, or service bureau use, or use the Contractor Software for the benefit of any third party; 4) access the licensed application or any portion thereof other than in connection with the City's internal use; or 5) publish or participate with any third party in any performance or benchmark tests or analysis relating to the Contractor Software application or any portion thereof. The City acknowledges and agrees that the Documentation original works of authorship created, developed and maintained by Contractor at great expense and that, in addition to being subject to the foregoing restrictions 1) through 5) and applicable copyright laws, are confidential Information of the Contractor that may only be used by the City for its internal use in conjunction with the use of the Contractor Software on the terms set forth in this Agreement.

Contractor maintains an escrow agreement with a third party under which we place the source code for each major release of the Contractor Software. The City may be added

as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. The City will be responsible for maintaining its ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Contractor Software is strictly governed by the terms of the escrow agreement.

3. Professional Services.

A. Scope. Contractor will provide the City with the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. The City agrees to pay Contractor the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Section 6, below. If additional work is required beyond the scope itemized in the Investment Summary and detailed in the Statement of Work, or if the City uses or requests additional services, or if the parties agree that service days will be reallocated from one service type to another, Contractor will provide a change order outlining the costs for the additional work and/or documenting the other changes referenced above. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. Except as otherwise agreed by the parties, the Change Request will be used to document a change in scope.

B. Cancellation; Travel Confirmation. Contractor makes all reasonable efforts to schedule Contractor's personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if the City cancels scheduled services less than two (2) weeks in advance (other than for Force Majeure or breach by us), the City will be liable for all (a) non-refundable expenses incurred by Contractor on the City's behalf, and (b) daily fees associated with cancelled professional services if Contractor is unable to reassign Contractor's personnel. Contractor will make all reasonable efforts to reassign personnel in the event the City cancels within two (2) weeks of scheduled commitments. To the extent travel is requested by City with less than two (2) weeks of the contemplated onsite commitment, Contractor will secure written confirmation (such as email) from the City Project Manager that the travel is required.

C. Site Access and Requirements. At no cost to Contractor, the City agrees to provide Contractor with full and free access to the City's personnel, facilities, and equipment as may be reasonably necessary for Contractor to provide implementation services, subject to any reasonable security protocols or other written policies provided to Contractor as of the Effective Date, and thereafter as mutually agreed to by the Parties. Contractor, on behalf of itself and its employees, agrees that the terms and conditions set forth in Schedule 3 to Exhibit C will apply to Contractor's access to the City's information technology infrastructure. Notwithstanding the foregoing, the City understands and agrees that Contractor uses the remote connection tools Bomgar and GoToAssist, and that any suspension of remote connections are subject to City, not Contractor, control. In the event Contractor uses a connection tool other than Bomgar or GoToAssist, Contractor will advise the City of the change, and will work with the City to address the impact of any such change. The City further understands and agrees that City limitations on Contractor's access to City's infrastructure may impact the speed and manner in which Contractor is able to resolve a support issue. The City further agrees to provide a reasonably suitable environment, location, and space for the installation of the Contractor Software and any Third Party

Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Contractor Software and any Third Party Products.

D. Client Assistance. The City acknowledges that the implementation of the Contractor Software is a cooperative process requiring the time and resources of your personnel. The City agrees to use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Contractor to schedule the implementation-related services outlined in this Agreement. Contractor 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 City personnel to provide such cooperation and assistance (either through action or omission).

4. Maintenance and Support. This Agreement includes the period of free maintenance and support services identified in Section 6. Those services will be provided according to the terms of the Maintenance and Support Agreement. If the City purchases ongoing maintenance and support services, and continues to make timely payments for them, we will provide you with maintenance and support services for the Contractor Software under our then-current Maintenance and Support Agreement.

If the City opts not to purchase ongoing maintenance and support services for the Contractor Software, the Maintenance and Support Agreement will not apply to the City. Instead, the City will only receive ongoing maintenance and support on the Contractor Software on a time and materials basis. In addition, the City will:

(i) receive the lowest priority under the Support Call Process;
(ii) be required to purchase new releases of the Contractor Software, including fixes, enhancements and patches;
(iii) be charged Contractor's then-current rates for support services, or such other rates that Contractor may consider necessary to account for the City's lack of ongoing training on the Contractor Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Contractor Software or the Tyler Community Forum.

Contractor will provide Emergency Support according to the terms of Schedule 2 to Exhibit C.

5. Third Party Products.

A. Third Party Hardware. Contractor will sell, deliver, and install onsite the Third Party Hardware, for the price set forth in the Investment Summary. Those amounts are payable in accordance with Section 6.

B. Third Party Software. Upon payment in full of the Third Party Software license fees, which are included in the fees for the Tyler Forms module, the City will receive a non-transferable license to use the Third Party Software and related documentation for the City's internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms. Contractor will install onsite the Third Party Software as part of its installation of the Tyler Forms module. If the Developer charges a fee for future updates,

releases, or other enhancements to the Third Party Software, the City will be required to pay such additional future fee.

C. Third Party Products Warranties. We are authorized by the Developer to grant or transfer the licenses to the Third Party Software. The Third Party Hardware will be new and unused, and upon payment in full, the City will receive free and clear title to the Third Party Hardware. The City acknowledges that Contractor is not the manufacturer of the Third Party Products. Contractor does not warrant or guarantee the performance of the Third Party Products. However, Contractor grants and passes through to you any warranty that Contractor may receive from the Developer or supplier of the Third Party Products.

D. Maintenance. As of the Effective Date, the only Third Party Software in scope is the DocOrigin functionality embedded in the Tyler Forms Processing module of the Contractor Software. Accordingly, for so long as the City has a Maintenance and Support Agreement in effect, the City may report defects and other issues related to that Third Party Software directly to Contractor, and Contractor will (a) directly resolve the defect or issue; and/or (b) facilitate resolution with the Developer. If the City does not have a Maintenance and Support Agreement in effect with Contractor, the City will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

6. Compensation.

A. Compensation Schedule. The City shall pay to the Contractor the fees for the software, services and other products set forth in the Investment Summary on the schedule provided at Exhibit B.

B. Payment Invoice Disputes. If the City believes any delivered software or service does not conform to the warranties in this Agreement, the City will provide Contractor with written notice within thirty (30) days of your receipt of the applicable Payment Invoice. The written notice must contain reasonable detail of the issues the City contends are in dispute so that Contractor can confirm the issue and respond to the City's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the City's notice. Contractor will work with the City as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Party to resolve any issues presented in the City's notice. The City may withhold payment of the amount(s) actually in dispute, and only those amounts, until Contractor completes the action items outlined in the plan. If Contractor is unable to complete the action items outlined in the action plan because of the City's failure to complete the items agreed to be done by the City, then the City will remit full payment of the Payment Invoice. Contractor reserves the right to suspend delivery of all services, including maintenance and support services, if the City fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Contractor's intent to do so.

C. Additional/Optional Software and Services. The City may purchase additional software and services, and/or optional software and services, at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional/optional software and services at Contractor's then-current list price, also by executing a mutually agreed addendum. Contractor agrees to hold the rate of $1,275 per day for development services for the same

24-month rate hold provided above. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

D. Taxes. The fees in the Investment Summary do not include any taxes, including without limitation sales, use or excise tax. If the City is a tax-exempt entity, the City will provide Contractor with a tax-exempt certificate. Otherwise, Contractor will pay all applicable taxes to the proper authorities, and the City will reimburse Contractor for those taxes. If the City has a valid direct-pay permit, the City will provide Contractor with a copy. The Contractor is responsible for paying Contractor's income taxes, both federal and state and as applicable, arising out of Contractor's performance hereunder.

E. Contractor Reimbursable Expenses. The service rates in the Investment Summary do not include travel expenses, which have been set forth as an estimate only. Expenses will be billed as incurred and only in accordance with Contractor's then-current Business Travel Policy. Contractor's current Business Travel Policy is provided at Schedule 1 to Exhibit B. As set forth therein, Contractor incurs per diem expenses according to the then-current rates for the Wichita, Kansas area established by the GSA. Contractor agrees to make every effort to book hotel accommodations with hotel providers that the City has discounted rate agreements with, to the extent City has provided that information to Contractor. Copies of receipts for airfare and hotels will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars, per diem expenses, and mileage logs are not available.

7. Acceptance of Contractor Software.

A. Conditional Acceptance. Upon Contractor's notification to the City that one or more components of the Contractor Software ("Software Components") is/are ready for testing, the City will begin testing such Software Components in a non-production environment. The City will conduct those tests using the procedures and standards mutually agreed to in the project plan the Parties develop under the Statement of Work, or such other standards as are mutually agreed upon in writing ("Acceptance Test Procedures"). The City will conduct the tests to determine whether each Software Component satisfies the Acceptance Test Procedures ("Pre-Live Testing"). Except as otherwise mutually agreed to by the Parties in the project plan, the City will have forty-five (45) days to conduct Pre-Live Testing, beginning on the date Contractor notifies the City that the Software Component(s) is/are ready for testing. After that 45-day window (or such other window as the parties have mutually agreed to) has passed, the City will notify Contractor in writing if the Software Component(s) achieved "Conditional Acceptance." If the City determines that one or more Software Components cannot achieve Conditional Acceptance for failure to satisfy the Acceptance Test Procedures, the City will deliver to Contractor a report describing the failures. Contractor will correct the failures, and the City may repeat the Acceptance Test Procedures on the Software Component(s), repeating the process described above. This procedure shall continue until Conditional Acceptance of all Software Components is achieved. In the event Contractor disagrees with the City's determination that a Software Component cannot achieve Conditional Acceptance, Contractor will invoke the dispute resolution process set forth in Section 56.

B. Final Acceptance. Once Conditional Acceptance of each of the Software Components has occurred, and the Contractor Software has been placed in a live production environment, except as otherwise agreed to in the project plan, the City will operate the Contractor Software for a period of ninety (90) consecutive calendar days ("Live Testing"). In the event those 90 days pass without a reported, unresolved Priority Level 1 Defect the City

will issue "Final Acceptance." If a Priority Level 1 issue is resolved within the last fifteen (15) days of the 90-day period, the City will have an additional fifteen (15) days of Live Testing, unless a longer timeframe is agreed to by the parties. Priority Level 1 issues and their resolution procedures are defined in the Support Call Process. If the City is unable to issue Final Acceptance within a commercially reasonable timeframe after Live Testing because of an unresolved Priority Level 1 Defect, the City will have the option, upon written notice to us, to (i) pursue termination under Section 9; (ii) accept the Contractor Software at its then-current level of performance; (iii) permit the Live Testing to be further extended for such period as mutually agreed to by the Parties; (iv) accept the Software Components that achieved Final Acceptance and require Contractor to resolve the Defect(s) in the remaining Software Component(s), at no additional cost to the City; or (v) pursue such other remedies as may be available to the City at law or in equity. Final Acceptance of the Contractor Software will not release Contractor from complying with the other provisions of this Agreement.

8. Agreement Term.

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL THE EFFECTIVE DATE. Except as otherwise provided in the Maintenance and Support Agreement, this Agreement shall continue unless and until it is terminated according to Section 9 below.

9. Termination.

Without limiting the provisions of the Maintenance and Support Agreement, this Agreement may be terminated as follows:

A. For Convenience. The City may terminate this Agreement for convenience upon written notice to be delivered to Contractor not less than sixty (60) calendar days prior to the intended date of termination ("Notice of Termination"). Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for all fees and expenses owing under the compensation schedule provided under Exhibit B through the effective date of termination. The City will not be entitled to a refund or offset of previously paid fees, except that Contractor will return a pro rata portion of any prepaid but unused maintenance and support fees, measured from the effective date of the termination through the end of the then-current maintenance and support term. The Contractor shall submit a Payment Invoice for any software or services delivered, or expenses incurred, that have not already been invoiced, within thirty (30) days of receiving the Notice of Termination.

B. For Cause.

1) The City may terminate this Agreement for cause in the event the Contractor fails to cure a material breach of the Agreement, or to create a mutually agreeable plan to cure a material breach. The City's Notice of Termination to the Contractor shall include a description of the nonconformance or nonperformance by the Contractor that allegedly constitutes the material breach. The Notice of Termination may include a period of fifteen (15) calendar days from date of receipt of Notice of Termination, for the Contractor to respond to the City to address the nonconformance or nonperformance of the Agreement that includes a correction plan and a schedule for implementation of the correction plan. If the proposed correction plan and schedule is acceptable to the City, the City shall notify the Contractor and the Notice of Termination shall be on hold pending satisfactory completion of the correction plan. If the correction plan and

schedule are not met, the City shall re-issue the Notice of Termination. In all events, Contractor shall have at least thirty (30) days from receipt of the City's Notice of Termination or such other timeframe as may be mutually agreed to by the Parties to cure the alleged material breach.

2) The Contractor may terminate this Agreement for cause in the event the City fails to cure a material breach of the Agreement, or to create a mutually agreeable plan to cure a material breach. The Contractor's Notice of Termination to the City shall include a description of the nonconformance or nonperformance by the City that allegedly constitutes the material breach. The Notice of Termination may include a period of fifteen (15) calendar days from date of receipt of Notice of Termination, for the City to respond to the Contractor to address the nonconformance or nonperformance of the Agreement that includes a correction plan and a schedule for implementation of the correction plan. If the proposed correction plan and schedule is acceptable to the Contractor, the Contractor shall notify the City and the Notice of Termination shall be on hold pending satisfactory completion of the correction plan. If the correction plan and schedule are not met, the Contractor shall re-issue the Notice of Termination. In all events, City shall have at least thirty (30) days from receipt of the Contractor's Notice of Termination or such other timeframe as may be mutually agreed to by the Parties to cure the alleged material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crimes due to misuse of funds.

4) In the event of a termination for cause, the City shall pay Contractor for all undisputed software, products and services delivered, and expenses incurred, through the effective date of termination. Contractor will return a pro rata portion of any prepaid but unused maintenance and support fees, measured from the effective date of the termination through the end of the then-current maintenance and support term. Any disputed fees shall be subject to the dispute resolution process set forth at Section 56.

C. For Non-Appropriations. By the City, in whole or in part, if required by changes in city, state or federal law, or because of court order, or because of insufficient appropriations for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subparagraph, the City shall provide the Contractor written notice of such termination at least ninety (90) calendar days prior to the effective date of the termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for all fees and expenses owing under Exhibit B, through the effective date of termination. The City will not be entitled to a refund or offset of previously paid fees, except that Contractor will return a pro rata portion of any prepaid but unused maintenance and support fees, measured from the effective date of the termination through the end of the then-current maintenance and support term. The Contractor shall submit a Payment Invoice for any software or services delivered, or expenses incurred, that have not already been invoiced, within sixty (60) days of receiving Notice of Termination.

D. Force Majeure. Either Party may terminate the Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more.

Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for all fees and expenses owing under Exhibit B, through the effective date of termination. The City will not be entitled to a refund or offset of previously paid fees, except that Contractor will return a pro rata portion of any prepaid but unused maintenance and support fees, measured from the effective date of the termination through the end of the then-current maintenance and support term. The Contractor shall submit a Payment Invoice for any software or services delivered, or expenses incurred, that have not already been invoiced, within thirty (30) days of receiving Notice of Termination.

E. Obligations and Waiver. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. **THIS PARAGRAPH IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED EITHER PARTY CAUSED BY THE OTHER PARTY'S DEFAULT OR BREACH OF THIS AGREEMENT .**

10. Termination Management.

A. Contractor. In the event this Agreement is terminated for any reason, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1) Transfer, deliver, and/or make readily available to the City the City Data, City Know How, and/or City Intellectual Property, to the extent they exist in transferrable form;

2) After the effective date of termination, incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the City;

3) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct for orderly completion and transition, at the rates set forth under this Agreement or as otherwise agreed to by the Parties;

4) Take such action as the City may reasonably direct for the protection and preservation of all City Data;

5) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs, except as may be otherwise dictated by the nature of the termination;

6) Participate as necessary in the dispute resolution process set forth in Section 56;

7) In the event this Agreement is terminated for any reason, the parties shall, during the notice window applicable through the effective date of termination, mutually agree to a transition plan, which shall consider (even if to confirm not applicable) and include, if and as applicable, a transition schedule, transition tasks and activities, resource requirements, acceptance criteria, management controls, risks and contingencies, transition team Information, and a transition impact statement (to include, but not limited to, performance requirements, system availability, security requirements, expected response times, system backups, expected transaction rates, initial storage requirements with expected growth rate, as well as help desk support requirements). The process for developing the transition plan will be at no additional cost to the City; to the extent the transition plan calls for the performance of services by Contractor, those services will be provided by Contractor on a time and materials basis at Contractor's then-current rates, except as provided in Section 6(C).

8) Not take any action to intentionally erase or destroy any City Data or digital content unless or until directed by the City or otherwise mutually agreed to by the Parties. If the parties agree that City Data or digital content in Contractor's possession at the time of termination shall be destroyed, Contractor shall destroy that City Data or digital content according to then-current industry standards, and will provide a certification of said destruction if and as requested by the City.

B. City. In the event this Agreement is terminated for any reason, and in addition to all other rights to property set forth in this Agreement, the City shall:

1) Retain ownership of all City Data; and
2) Pay the Contractor all amounts due prior to the effective date of such termination, as set forth in Section 9.

11. Data Ownership.

The City shall own all right, title and interest in the City Data. The Contractor shall not use City Data except as required to perform under this Agreement or as otherwise agreed to or requested in writing by the City.

12. Data Protection

Self-Hosted

The City acknowledges and agrees that, except as described in Exhibit F regarding Disaster Recovery services and those instances in which Contractor must obtain remote access to the City's infrastructure to perform maintenance and support services as described in Exhibit C, the Contractor Software will be installed on the City's infrastructure, the security for which the City is responsible. To the extent within the Contractor's control, Contractor shall safeguard the confidentiality, integrity and availability of City Information to which the Contractor has access and comply with the following conditions:

A. The Contractor shall implement and maintain appropriate administrative and technical security measures to safeguard against unauthorized access, Data Breach, Exfiltration, disclosure or theft of Personal Data and Non-Public Data, to the extent stored within the Contractor Software while providing services during the term of this Agreement. Such security measures shall include and not be limited to the prompt availability and application of security-relevant Contractor Software upgrades, patches, service-packs, and hot fixes, as set forth in the Maintenance and Support Agreement. The security measures will be in accordance with recognized industry practice. To the extent commercially reasonable, we will respond to your inquiries and/or make available information regarding the security of the Contractor Software through the customer portals referenced in the Support Call Process.

B. Contractor allows for encryption of Data in Transit while moving Data from City's network to Contractor's network, and for encryption when Data is stored on Contractor's network. City is not encrypting Data at Rest on City's network, and Contractor will not encrypt Data when in use for disaster recovery incidents or testing. For purposes of this Agreement, "in use" means that the Data is restored from a Contractor back-up for a test or for City's use in the event of a disaster. In either event, the City will control when the Data is in use. Such "in use" scenarios may include Data that is "at rest," in the sense that the Data does not change frequently, and/or it is stored on Contractor's storage area network (SAN); regardless, whenever Data is "in use," it is not encrypted. City will also control when the Data is no longer in use on Contractor's network and is being returned to live production on the City's

network. At City's request, Contractor will work with City to schedule downtime for a cutover back to live processing on the City's environment. When the City confirms that it has returned to live production on its network, Contractor will detach the SQL database and delete the associated container file(s) that had been made available on Contractor's network for the testing and/or disaster use.

C. At no time shall any City Data be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the City.

D. The Contractor shall not use any City Data or City Information collected in connection with the services performed under this Agreement for any purpose other than fulfilling those services.

E. Contractor's "Tyler Cashiering" module has achieved and shall maintain PA-DSS compliance, as confirmed by its certificate on the PCI SSC (PCI Security Standards Council) website.

Disaster Recovery.

Contractor will provide Disaster Recovery services according to the terms of Exhibit F. In addition, the following conditions will apply with regards to Disaster Recovery services:

F. On an annual basis, Contractor has retained, and shall continue to retain, a third-party auditor specializing in information technology security audits to perform an annual audit of Contractor's data center in accordance with the AICPA's Statement on Standards for Attestation Engagements No. 16 ("SSAE"), SOC 1, Type 2 and SOC 2, Type 1 reports. As of the Effective Date, Contractor is also preparing for a SOC 2, Type 2 audit. If the AICPA revises its relevant reporting standards, Contractor shall provide the then-current hosting industry standard and functionally equivalent report. So long as the City has a non-disclosure or similar confidentiality agreement in place with Contractor, and the City is receiving Disaster Recovery services, Contractor will provide a summary compliance report within ten (10) business days' of City's written request.

G. Contractor conducts annual penetration testing of either the production network and/or web application to be performed, and maintains hosting industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Contractor tests its disaster recovery plan on an annual basis. Contractor's standard test is not City-specific. Should City request a City-specific disaster recovery test, Contractor will work with the City to schedule and execute such a test on an annual basis for no additional fee. If City requests an additional test within the same year, then the parties will work together to determine a mutually agreeable schedule and a mutually agreeable fee.

H. The City may not attempt to bypass or subvert security restrictions in the Disaster Recovery services or environments related to the Contractor Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Contractor's network and systems (hosted or otherwise) is prohibited without the prior written approval of Contractor's IT Security Officer

I. If any audit or test Contractor performs on its data center(s) uncovers deficiencies in Contractor's performance of the Disaster Recovery services, Contractor shall review such identified deficiencies and shall determine, in its discretion but consistent with hosting

industry standards, whether the deficiency is material or significant and, if it is, how to address it. Parties agree that any deficiency that is the actual cause of a Data Breach will be deemed material and will require resolution by Contractor.

13. <u>Data Location</u>.

The Contractor shall provide its services to the City and its end users solely from a City location or from a Contractor office in the United States. The Contractor shall not allow its employees, contractors, subcontractors, agents and affiliates to store City Data on portable devices, including personal computers, except for devices that are used in connection with Contractor's performance under this Agreement. The Contractor shall permit its employees, contractors, subcontractors, and agents and affiliates to access City Data remotely only as required to provide the services set forth in this Agreement, including but not limited to the Maintenance and Support Agreement.

14. <u>RESERVED.</u>

15. <u>Security Incident and Data Breach Responsibilities</u>.

This paragraph only applies when a Security Incident or Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of the Contractor.

A. The Contractor, unless stipulated otherwise, shall, if it reasonably believes there has been a Security Incident, conduct in good faith a reasonable and prompt investigation to determine the likelihood that Personal Data or Non-Public Data within Contractor's possession or control has been or will be used or disclosed based on an unauthorized access. If Contractor confirms there was a Security Incident, it shall provide the City with non-confidential information relating to that Security Incident and shall address the Security Incident consistent with Section 12(H).

B. If the Contractor confirms a Data Breach of Personal Data or Non-Public Data in its possession or control, then the Contractor, unless stipulated otherwise, shall notify the City in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the Data Breach and to restore the reasonable integrity of the Contractor Software or affected system. The Contractor shall, to the extent consistent with this Section and Section 12, (1) cooperate with the City as reasonably requested by the City to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

C. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its obligations under Section 12, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) one (1) of credit monitoring services for affected individuals, as required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals if and as required by state law — all not to exceed the average per record, per person cost calculated for Data Breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach); and (5) complete all corrective actions as reasonably determined by Contractor based on

Contractor's root cause analysis; all [(1) through (5)] subject to this Agreement's limitation of liability.

16. Notification of Legal Requests.

Each Party shall contact the other Party upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the other Party's performance under this Agreement, or which in any way might reasonably require access to the other Party's Information. The receiving Party shall not respond to subpoenas, service of process and other legal requests related to the other Party without first notifying the other Party, unless prohibited by law from providing such notice.

17. Background Checks.

The Contractor shall conduct criminal background checks and not assign personnel to the Project, including subcontractors, to fulfill the obligations of this Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing City Data and digital content among the Contractor's employees and agents.

18. Reserved.

19. Change Control and Advance Notice.

The Contractor shall make available the life cycle release policy applicable to the Contractor Software so that the City has information on upgrades (e.g., major upgrades, minor upgrades, system changes, etc.) that may impact hardware or Contractor Software requirements.

20. Security.

To the extent provided for in Section 12 and Exhibit F, the Contractor shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the Contractor.

21. Non-disclosure and Separation of Duties.

The Contractor shall enforce commercially reasonable separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City Data to that which is absolutely necessary to perform job duties.

22. Import and Export of Data.

The City shall have the ability to import or export City Data to the extent set forth in Exhibit F and otherwise consistent with Section 2 and Section 11.

23. Subcontractor Disclosure.

To the extent not already identified in this Agreement, the Contractor shall separately identify all subcontractors or other entities or individuals, if any, who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in supporting or supplementing Contractor's performance under this Agreement.

24. Encryption of Data

A. Data at Rest.

The Contractor shall ensure that encryption of Personal Data and Non-Public Data within Contractor's possession or control and while stored on Contractor's network,is consistent with validated cryptography standards as referenced in Federal Information Processing Standard (FIPS) Publication 140-2. For the avoidance of doubt, the Parties understand and agree that Contractor will not encrypt any City Data, including but not limited to Personal Data or Non-Public Data, when in use on Contractor's network, as further described in Section 12(B). For the purposes set forth herein, the parties agree that "Data at Rest" means all data in storage, including but not limited to archived Data, Data that is not accessed or changed frequently, files stored on hard drives, USB thumb drives, files stored on back-up tapes and discs, and files stored off-site or on a storage area network (SAN).

B. Data in Transit.

The Contractor shall ensure all Personal Data and Non-Public Data is encrypted when transmitted across networks to protect against eavesdropping of network traffic by unauthorized users.

1) Where an endpoint device is reachable via web interface, web traffic must be transmitted over Secure Sockets Layer (SSL), using only strong security protocols, such as Transport Layer Security (TLS).

2) Where the application database resides outside of the application server, the connection between the database and application should also be encrypted using Federal Information Processing Standard (FIPS) compliant cryptographic algorithms.

3) Contractor will not use email to transmit Personal Data and Non-Public Data. City understands and agrees that Contractor cannot control City's email practices.

25. Indemnification.

Contractor shall save and hold the City harmless against all suits, claims, damages, liabilities and losses for injuries to persons or property, and for Contractor's violation of law applicable to Contractor's performance under this Agreement, arising from or caused by errors, omissions, negligent or intentional acts of the Contractor occurring in the performance of its services under this Agreement. The City must notify Contractor promptly of the claim and give Contractor sole control over its defense or settlement. The City agrees to provide Contractor with reasonable assistance in defending the claim.

26. Intellectual Property.

Contractor retains all right, title and interest in and to its Know How and Intellectual Property, whether contained in the Contractor Software or a Deliverable. The City has a license to that Know How and Intellectual Property as set forth in Section 2.

27. Intellectual Property Indemnification.

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that the Contractor Software or a Deliverable infringes any patent, copyright or trademark, or misappropriates a trade secret, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. To qualify for such defense and/or payment, the City shall:

1) Give the Contractor prompt written notice of its notification of any claim;

2) Allow the Contractor to control the defense and settlement of the claim; and

3) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

The Contractor's obligations shall not apply to the extent the claim or adverse final judgment is based on the City's (4) use of a previous version of the Contractor Software and the claim would have been avoided had the City installed and used the current version of the Contractor Software, and the Contractor provided notice of that requirement to the City; (5) combination of the Contractor Software with any product or device not provided, contemplated or approved by Contractor; (6) alteration or modification of the Contractor Software without Contractor's permission; (7) use of the Contractor Software in contradiction of this Agreement; or (8) willful infringement.

B. Pre-Judgment. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement or misappropriation, the Contractor may, at its sole expense:

1) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service; or

2) Replace or modify the product or service so that it becomes non-infringing.

C. Post-Judgment. If an infringement or misappropriation claim is fully litigated and the City's use of the Contractor Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment or settlement to which Contractor consents, Contractor will, at Contractor's option, either:

a. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
b. Replace or modify the product or service so that it becomes non-infringing; or
c. Terminate the City's license and refund the license fees paid for the infringing Contractor Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date.

D. Exclusive Remedy. The remedies set forth above constitute the City's exclusive remedy for copyright, patent or trademark infringement or trade secret misappropriation claims subject to Contractor's indemnification obligation.

28. Warranties.

A. Services. Contractor will perform all services set forth in this Agreement in a professional, workmanlike standard, consistent with industry standards. In the event Contractor performs services that are not consistent with this warranty, the Contractor will re-perform the services at no additional cost to the City.

B. Software. For so long as the City has a Maintenance and Support Agreement in effect, the Contractor warrants that the Contractor Software will perform without Defect. If the Contractor Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the terms of the Maintenance and Support Agreement. If we cannot cure the Defect, we will provide a functional equivalent at no additional cost to the City.

C. Disclaimer. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS 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.**

29. Contractor Personnel.

A. Key Personnel. Except for reasons outside Contractor's control, assigned Contractor personnel shall complete their assigned responsibilities under this Agreement, and shall not be diverted to a new project, without the prior written approval of the City.

B. Personnel Assignments and Changes. For all onsite personnel, the City reserves the right to require submission of their resumes prior to the personnel's commencement of providing onsite services. Except for Contractor's Project Managers, those resumes will be provided for the City's reference only. The City acknowledges and agrees that Contractor's personnel resources are finite, and Contractor's assignments are subject to our reasonable discretion. For Contractor's Project Managers only, the City may review their resumes and notify Contractor, within five (5) business days of receipt, that the City does not agree to their assignment. The City agrees that it will not unreasonably protest those assignments. If Contractor agrees to withdraw a proposed assignment based on the City's reasonable protest, Contractor will resubmit a resume for a replacement candidate, which the City may review within the same timeframes, and according to the same standards, set forth above. In the event the City's review and approval process threatens to result in Project delays, Contractor will advise the City of that potential, and the City will grant Contractor reasonable extensions in the project schedule to accommodate any such delay

In the event Contractor personnel do not provide services consistent with the warranty set forth in Section 26(A), the parties will follow the escalation matrix that will be developed by the Parties as part of the communication plan, DED-1, as further described in the Statement of Work. Contractor will be given an opportunity to cure the deficiency. If the deficiency persists, the City may require the removal of the Contractor personnel in question. The City shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the City signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Parties shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel.

30. The Contractor shall not re-assign removed personnel to any aspect of this Agreement or future work orders without the City's consent.

31. Status of Contractor.

A. Independent Contractor. The Contractor is an independent contractors performing services for the City and are not employees of the City. The Contractor shall not accrue leave, retirement, insurance, bonding, use of state or City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax. The

Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding threatened against it as of the Effective Date. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

32. Entire Agreement; Third Party Beneficiaries. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth herein, and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied or statutory. This Agreement is entered into solely for the benefit of the Parties. No third-party will be deemed a beneficiary of the Agreement. This provision does not affect the rights of the Developer of the Third Party Software.

33. Professional Services Certification.

Contractor certifies that, as of the Effective Date, the Contractor does not serve as an expert witness for any litigation against the City, and that it will not serve as an expert witness for any litigation against the City during the term of this Agreement.

34. Cooperative Procurement. To the maximum extent permitted by applicable law, Contractor agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. Contractor reserves the right to negotiate and customize the terms and conditions set forth in this Agreement, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

35. Client Lists. The City agrees that Contractor may identify the City by name in client lists, marketing presentations, and promotional materials.

36. Equitable Remedies.

Each Party acknowledges that its failure to comply with any provision of this Agreement related to confidential Information, as set forth in Section 41, may cause the other Party irrevocable harm for which a remedy at law may be an inadequate remedy. Each Party consents to the other Party's seeking from a court of competent jurisdiction an order of specific performance, an injunction, or any other equitable relief in order to enforce such compliance. Each Party's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that a Party may have under applicable law, including, but not limited to, monetary damages. Nothing herein limits a Party's right to pursue equitable relief on another claim arising out of or relating to this Agreement as appropriate, including but not limited to a claim by Contractor against the City for breach of the license grant.

37. Liability; Insurance.

1) EXCEPT FOR DAMAGES ARISING OUT OF (i) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (ii) EITHER PARTY'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (iii) CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 25 AND SECTION 27, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, BOTH PARTIES AGREE THAT NEITHER PARTY'S

LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRILL LIABILITY, SHALL BE LIMITED TO THE PARTY'S ACTUAL DIRECT DAMAGES, NOT EXCEED (A) TWO TIMES THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY UP TO AND ON THE GO LIVE DATE; OR (B) AFTER THE GO-LIVE DATE, TWO TIMES THE ANNUAL MAINTENANCE AND SUPPORT FEES PAID OR PAYABLE IN THE YEAR THE CLAIM ARISES.

2) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3) During the course of performing services under this Agreement, Contractor agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. Contractor will add the City as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add the City as an additional insured to Contractor's Excess/Umbrella liability policy as well. Contractor will provide a copy of a certificate of insurance at the City's written request.

38. Assignment; Binding Effect.

Neither Party shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other Party, except that Contractor may assign the Agreement without the City's approval in the event of a corporate change of control. In the event of an assignment, this Agreement shall be binding on, and shall be for the benefit of, either Party's successors or assigns.

39. Subcontracting.

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

40. Release.

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City from all liabilities, claims and obligations relating to a Payment Invoice.

41. Confidentiality.

Both Parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to the other Party's confidential Information, and that disclosure of such Information could violate the rights of 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 and trade secrets, each as defined by applicable state law. Each Party agrees that it will not disclose the 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 set forth 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; (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 that has the right to disclose it; or (d) is the subject of a legitimate disclosure request under applicable open records or similar laws, so long as the City provides the Contractor with prompt notice of the request, allows Contractor to protest the public disclosure of exempt confidential Information, and otherwise performs the functions required by applicable law. In the event the City is assessed a fine, penalty, or other liability because the City did not, at Contractor's instruction, produce information in response to a legitimate disclosure request, Contractor shall defend, indemnify and hold harmless the City from any such fine, penalty or other liability.

42. Conflict of Interest.

The Contractor warrants that, as of the Effective Date, it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

43. Records and Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of professional services rendered under the Agreement and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City or City's designated representative. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

44. Amendment.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. The terms and conditions of this Agreement shall apply to an amendment except as expressly agreed to by the parties and provided otherwise in the amendment.

45. Merger, Scope, Order of Precedence.

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Incorporated by Reference. This Agreement incorporates all terms and conditions of the City's solicitation and the Contractor's response to such document(s). In the event of conflict, the order of priority shall be (i) this Agreement; (ii) Contractor's response to the City's solicitation; and (iii) the City's solicitation. In the event of a dispute between the parties over Contractor's response to the City's functional requirements because of an ambiguity, the Contractor's response to the City's solicitation and the City's solicitation will be given equal weight in resolving the dispute according to the process set forth in Section 56.

46. Non-Discrimination; E-Verify.

The Contractor shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference. The Contractor has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all Contractor personnel assigned to the Project.

47. Workers Compensation.

The Contractor agrees to comply with all federal, state, and City laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City according to the termination for cause provisions set forth in Section 9.

48. Applicable Law and Venue; Business License.

This Agreement shall be subject to, governed by, and construed according to the laws of the City and the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement shall reside only in federal or state courts of competent jurisdiction located in or serving Sedgwick County, Kansas. In the event a business license is required for Contractor to perform services under this Agreement, the City will timely advise Contractor of that requirement.

49. Waiver.

A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

50. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, paragraphs and subparagraphs contained herein, refer only to provisions, paragraphs and subparagraphs of this Agreement unless otherwise expressly stated.

51. Survival.

The Articles entitled Intellectual Property, Data Ownership, Confidentiality, Indemnification, Equitable Remedies, and Warranties, and any other provisions which, by their nature, should survive, shall survive the expiration or termination of this Agreement. Software escrow agreements and other unexpired agreements entered into in conjunction with this Agreement, if any, shall survive the expiration or termination of this Agreement, except as otherwise provided therein.

52. Calculation of Time.

Any time period herein calculated by reference to "days" means calendar days, unless specifically stated otherwise; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by either Party, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

53. Force Majeure.

Neither party shall be liable in damages for any delay or default in performing hereunder if such

delay or default is caused by Force Majeure; provided, however, that within ten (10) 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.

54. Notices.

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed delivered upon confirmation of delivery by overnight carrier or by e-mail followed by confirmation via regular mail. Notices shall be addressed as follows:

To the City: City of Wichita
455 N Main, FL 9
Wichita, KS 67202
Attention: Melisa Roesle, IT Project Manager
Telephone: 316-303-8140
E-mail: mroesle@wichita.gov

To the Contractor: Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
800-772-2260
abigail.diaz@tylertech.com

Any change to the Notice individual or the address, shall be effective only in writing. The consequences for 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.

55. Authority.

The individual(s) signing this Agreement on behalf of each Party represent(s) that he or she has the power and authority to bind the applicable Party, and that no further action, resolution, or approval from either Party is necessary to enter into a binding Agreement and that the Party agrees to be bound by the provisions thereof. This Agreement may be executed in multiple originals, any one of which will be independently treated as an original document. Any electronic, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature.

56. Dispute Resolution; No Arbitration.

Each Party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute arising out of or relating to this Agreement. The Parties agree to cooperate in trying to reasonably resolve all disputes including, if requested by either Party, appointing a senior representative to engage in good faith negotiations with the other Party's senior representative, who will meet within thirty (30) days of receipt of the dispute notice, except as 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 similar applicable state rule. If the Parties fail to resolve the dispute, either Party or both Parties may assert their respective rights and remedies in a court of competent jurisdiction. Nothing herein will limit either Party's right to seek equitable relief as set forth in Section 36.

The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Agreement by arbitration. Any reference to arbitration in prior discussions or documents is deemed void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the required approval authorities below.

City of Wichita

_____ Date: _____

Jeff Longwell , Mayor

Attest:

_____

Karen Sublett, City Clerk

Approved as to form:

_____

Jennifer Magaña, City Attorney & Director of Law

Tyler Technologies, Inc.

_____ Date: 6/6/2016

Abby Diaz, Vice President & Associate General Counsel

Exhibit A
Investment Summary

Quoted By:	Alban Michaud
Date:	5/30/2016
Quote Expiration:	9/12/2016
Quote Name:	City of Wichita-ERP-Munis
Quote Number:	2016-18999
Quote Description:	Tyler/Munis - Contract Pricing revised 5/31/16

Sales Quotation For
City of Wichita
455 N Main
Wichita, Kansas 67202-1679
Phone 3162684351

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	$255,000.00	65 @ $1,275.00	$82,875.00	$22,400.00	$360,275.00	$45,900.00
Purchasing	$112,200.00	53 @ $1,275.00	$67,575.00	$4,500.00	$184,275.00	$20,196.00
Fixed Assets	$64,000.00	23 @ $1,275.00	$29,325.00	$8,500.00	$101,825.00	$11,520.00
Project & Grant Accounting	$40,000.00	18 @ $1,275.00	$22,950.00	$11,000.00	$73,950.00	$7,200.00
Cash Management	$46,200.00	16 @ $1,275.00	$20,400.00	$0.00	$66,600.00	$8,316.00
Contract Management	$28,500.00	12 @ $1,275.00	$15,300.00	$6,500.00	$50,300.00	$5,130.00
Bid Management	$30,000.00	12 @ $1,275.00	$15,300.00	$0.00	$45,300.00	$5,400.00
Employee Expense Reimbursement	$24,000.00	12 @ $1,275.00	$15,300.00	$0.00	$39,300.00	$4,320.00
Payroll/HR:						
Payroll w/ESS	$110,500.00	37 @ $1,275.00	$47,175.00	$44,700.00	$202,375.00	$19,890.00
HR Management	$33,000.00	22 @ $1,275.00	$28,050.00	$0.00	$61,050.00	$5,940.00
Applicant Tracking	$16,500.00	6 @ $1,275.00	$7,650.00	$0.00	$24,150.00	$2,970.00
Professional Development	$14,300.00	3 @ $1,275.00	$3,825.00	$0.00	$18,125.00	$2,574.00
Revenue:						

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Accounts Receivable	$58,500.00	35 @ $1,275.00	$44,625.00	$0.00	$103,125.00	$10,530.00
Tyler Cashiering	$77,000.00	13 @ $1,275.00	$16,575.00	$0.00	$93,575.00	$13,860.00
General Billing	$27,500.00	21 @ $1,275.00	$26,775.00	$13,800.00	$68,075.00	$4,950.00
Productivity:						
Munis Analytics & Reporting	$222,900.00	23 @ $1,275.00	$29,325.00	$0.00	$252,225.00	$40,122.00
Tyler Content Manager SE	$75,000.00	8 @ $1,275.00	$10,200.00	$0.00	$85,200.00	$13,500.00
eProcurement	$46,200.00	1 @ $1,275.00	$1,275.00	$0.00	$47,475.00	$8,316.00
Tyler Forms Processing	$19,500.00	0 @ $1,275.00	$0.00	$0.00	$19,500.00	$3,900.00
Tyler Content Manager Auto Indexing and Redaction (SE)	$5,000.00	2 @ $1,275.00	$2,550.00	$0.00	$7,550.00	$900.00
Other:						
MUNIS Disaster Recovery Service	$0.00	0 @ $1,275.00	$0.00	$0.00	$0.00	$30,000.00
Tyler System Management Services Contract	$0.00	0 @ $1,275.00	$0.00	$0.00	$0.00	$30,000.00
Sub-Total:	$1,305,800.00		$487,050.00	$111,400.00	$1,904,250.00	$295,434.00
Less Discount:	*$130,580.00*		*$0.00*	*$0.00*	*$130,580.00*	*$235,434.00*
TOTAL:	**$1,175,220.00**	**382**	**$487,050.00**	**$111,400.00**	**$1,773,670.00**	**$60,000.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
50% of Dedicated Project Manager (Monthly)	26	$12,000.00	$0.00	$312,000.00
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Business Process Consulting - Accounts Payable	1	$21,000.00	$0.00	$21,000.00
Business Process Consulting - Applicant Tracking	1	$17,500.00	$0.00	$17,500.00
Business Process Consulting - Benefits Enrollment	1	$7,000.00	$0.00	$7,000.00
Business Process Consulting - Budget	1	$21,000.00	$0.00	$21,000.00
Business Process Consulting - Bid Management	1	$14,000.00	$0.00	$14,000.00
Business Process Consulting - Contract Management	1	$14,000.00	$0.00	$14,000.00
Business Process Consulting - Fixed Assets	1	$21,000.00	$0.00	$21,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Business Process Consulting - General Billing	1	$31,500.00	$0.00	$31,500.00
Business Process Consulting - General Ledger	1	$21,000.00	$0.00	$21,000.00
Business Process Consulting - HR Management	1	$33,250.00	$0.00	$33,250.00
Business Process Consulting - Miscellaneous Cash	1	$14,000.00	$0.00	$14,000.00
Business Process Consulting - Project/Grant Accounting	1	$31,500.00	$0.00	$31,500.00
Business Process Consulting - Purchasing & Requisitions	1	$21,000.00	$0.00	$21,000.00
Business Process Consulting - Payroll	1	$33,250.00	$0.00	$33,250.00
Business Process Consulting - Cash Management	1	$21,000.00	$0.00	$21,000.00
Change Management Self Service	1	$25,000.00	$0.00	$25,000.00
Custom Report Writing Allowance	50	$1,100.00	$0.00	$55,000.00
Install Fee - New Server Install-WIN	1	$12,000.00	$0.00	$12,000.00
Munis Admin & Security	7	$1,275.00	$0.00	$8,925.00
P-Card Import Format	1	$5,500.00	$0.00	$5,500.00
Post Go-Live Support	80	$1,275.00	$0.00	$102,000.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Library - Financial	1	$3,400.00	$0.00	$3,400.00
Tyler Forms Library - General Billing	1	$2,500.00	$0.00	$2,500.00
Tyler Forms Library - Payroll	1	$2,500.00	$0.00	$2,500.00
Tyler Forms Library - Personnel Action	1	$2,000.00	$0.00	$2,000.00
Tyler Forms Processing Configuration	1	$3,000.00	$0.00	$3,000.00
TOTAL:				**$862,825.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	11	$230.00	$0.00	$2,530.00	$0.00	$0.00	$0.00
Hand Held Scanner - Model 1900GSR	18	$385.00	$0.00	$6,930.00	$0.00	$0.00	$0.00
Hand Held Scanner Stand	18	$25.00	$0.00	$450.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	18	$62.00	$0.00	$1,116.00	$0.00	$0.00	$0.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Power Supply	18	$40.00	$0.00	$720.00	$0.00	$0.00	$0.00
Printer (EPSON TM-H6000iii)	18	$1,400.00	$0.00	$25,200.00	$0.00	$0.00	$0.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$38,596.00*			*$0.00*
TOTAL:				**$38,596.00**			**$0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$1,175,220.00	$60,000.00
Total Tyler Services	$1,461,275.00	$0.00
Total 3rd Party Hardware, Software and Services	$38,596.00	$0.00
Summary Total	**$2,675,091.00**	**$60,000.00**
Contract Total (Excluding Estimated Travel Expenses)	**$2,735,091.00**	
Estimated Travel Expenses	**$315,174.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals	$3,500.00	$0.00	$3,500.00
Accounting Opt 2 - Budgets	$3,500.00	$0.00	$3,500.00
Accounting Standard COA	$4,000.00	$0.00	$4,000.00
Accounts Payable Opt 1 - Checks	$3,400.00	$0.00	$3,400.00
Accounts Payable Opt 2 - Invoice	$5,000.00	$0.00	$5,000.00
Accounts Payable Standard Master	$3,000.00	$0.00	$3,000.00
Contracts	$6,500.00	$0.00	$6,500.00
Fixed Assets Opt 1 - History	$3,500.00	$0.00	$3,500.00
Fixed Assets Std Master	$5,000.00	$0.00	$5,000.00
General Billing Opt 1 - Recurring Invoices	$5,000.00	$0.00	$5,000.00
General Billing Opt 2 - Bills	$6,000.00	$0.00	$6,000.00
General Billing Std CID	$2,800.00	$0.00	$2,800.00
Payroll - Option 10 Certifications	$4,000.00	$0.00	$4,000.00
Payroll - Option 11 Education	$4,000.00	$0.00	$4,000.00
Payroll - Option 1 Deductions	$4,200.00	$0.00	$4,200.00
Payroll - Option 2 Accrual Balances	$3,500.00	$0.00	$3,500.00
Payroll - Option 3 Accumulators	$3,500.00	$0.00	$3,500.00
Payroll - Option 4 Check History	$3,800.00	$0.00	$3,800.00
Payroll - Option 5 Earning/Deduction Hist	$5,500.00	$0.00	$5,500.00
Payroll - Option 6 Applicant Tracking	$4,000.00	$0.00	$4,000.00
Payroll - Option 7 PM Action History	$4,000.00	$0.00	$4,000.00
Payroll - Option 8 Position Control	$4,000.00	$0.00	$4,000.00
Payroll - Standard	$4,200.00	$0.00	$4,200.00
Project Grant Accounting Opt 1 - Actuals	$3,500.00	$0.00	$3,500.00
Project Grant Accounting Opt 2 - Budgets	$3,500.00	$0.00	$3,500.00
Project Grant Accounting Standard	$4,000.00	$0.00	$4,000.00
Purchasing - Purchase Orders - Standard	$4,500.00	$0.00	$4,500.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
TOTAL:			**$111,400.00**

Optional SaaS

Description		Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:					
Transparency Portal		$25,000.00	1	$25,000.00	0
	TOTAL:	**$25,000.00**		**$25,000.00**	**0**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Performance Based Budgeting	$85,000.00	33 @ $1,275.00	$42,075.00	$0.00	$127,075.00	$15,300.00
Productivity:						
Tyler Content Manager Enterprise Upgrade (Existing CL w/Tyler Content Manager SE)	$50,000.00	14 @ $1,275.00	$17,850.00	$0.00	$67,850.00	$9,000.00
Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition)	$5,000.00	2 @ $1,275.00	$2,550.00	$0.00	$7,550.00	$900.00
Other:						
CAFR Statement Builder	$35,000.00	4 @ $1,275.00	$5,100.00	$0.00	$40,100.00	$6,300.00
Tyler Content Manager EE - Accounting Opt 2 - Budgets (total balances only) up to 3yrs - 2 Doc Types - H	$0.00	0 @ $1,275.00	$0.00	$1,800.00	$1,800.00	$0.00
Tyler Content Manager EE - Accounts Payable Standard Master - 7 Doc Types - H	$0.00	0 @ $1,275.00	$0.00	$6,500.00	$6,500.00	$0.00
Tyler Content Manager EE - Accounts Payable Opt 1 - Checks - 3 Doc Types - H	$0.00	0 @ $1,275.00	$0.00	$1,800.00	$1,800.00	$0.00
Tyler Content Manager EE - Fixed Assets Opt 1 - History - H	$0.00	0 @ $1,275.00	$0.00	$1,300.00	$1,300.00	$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Content Manager EE - Fixed Assets Standard - Master, GL Accounts, Purchase History - H	$0.00	0 @ $1,275.00	$0.00	$2,600.00	$2,600.00	$0.00
Tyler Content Manager EE - General Billing Option 2 - Bills (Header,Detail), Payment History, Invoices - 3 Doc Types - H	$0.00	0 @ $1,275.00	$0.00	$3,000.00	$3,000.00	$0.00
Tyler Content Manager EE - General Billing Standard - CID - 1 Doc Type - H	$0.00	0 @ $1,275.00	$0.00	$1,300.00	$1,300.00	$0.00
Tyler Content Manager EE - Payroll Standard - Employee, Address - 11 Doc Types - F	$0.00	0 @ $1,275.00	$0.00	$10,000.00	$10,000.00	$0.00
Tyler Content Manager EE - Payroll - Option 1 Deductions - 2 Doc Types - F	$0.00	0 @ $1,275.00	$0.00	$1,800.00	$1,800.00	$0.00
Tyler Content Manager EE - Payroll - Option 4 Check History - 1 Doc Type - F	$0.00	0 @ $1,275.00	$0.00	$1,300.00	$1,300.00	$0.00
Tyler Content Manager EE - Payroll - Option 6 Applicant Tracking - 1 Doc Type - F	$0.00	0 @ $1,275.00	$0.00	$1,300.00	$1,300.00	$0.00
Tyler Content Manager EE - Payroll - Option 7 PM Action History - 1 Doc Type - F	$0.00	0 @ $1,275.00	$0.00	$1,300.00	$1,300.00	$0.00
Tyler Content Manager EE - Payroll - Option 8 Position Control - 2 Doc Types - F	$0.00	0 @ $1,275.00	$0.00	$1,800.00	$1,800.00	$0.00
Tyler Content Manager EE - Payroll - Option 10 Certifications - 1 Doc Type - F	$0.00	0 @ $1,275.00	$0.00	$1,300.00	$1,300.00	$0.00
Tyler Content Manager EE - 3rd Party Content 1-3 Document Level 1	$0.00	0 @ $1,275.00	$0.00	$3,500.00	$3,500.00	$0.00
Tyler Content Manager EE - 3rd Party Content 1-3 Document Level 2	$0.00	0 @ $1,275.00	$0.00	$4,900.00	$4,900.00	$0.00
Tyler Content Manager EE - 3rd Party Content 1-3 Document Level 3	$0.00	0 @ $1,275.00	$0.00	$7,700.00	$7,700.00	$0.00
Tyler Content Manager EE - 3rd Party Content 4-9 Document Level 1	$0.00	0 @ $1,275.00	$0.00	$4,200.00	$4,200.00	$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Content Manager EE - 3rd Party Content 4-9 Document Level 2	$0.00	0 @ $1,275.00	$0.00	$7,000.00	$7,000.00	$0.00
Tyler Content Manager EE - 3rd Party Content 4-9 Document Level 3	$0.00	0 @ $1,275.00	$0.00	$10,500.00	$10,500.00	$0.00
Tyler Content Manager EE - 3rd Party Content 10-20 Document Level 1	$0.00	0 @ $1,275.00	$0.00	$7,700.00	$7,700.00	$0.00
Tyler Content Manager EE - 3rd Party Content 10-20 Document Level 2	$0.00	0 @ $1,275.00	$0.00	$14,000.00	$14,000.00	$0.00
Tyler Content Manager EE - 3rd Party Content 10-20 Document Level 3	$0.00	0 @ $1,275.00	$0.00	$23,800.00	$23,800.00	$0.00
TOTAL:	**$175,000.00**	**53**	**$67,575.00**	**$120,400.00**	**$362,975.00**	**$31,500.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Change Management Consulting Solution	1	$100,000.00	$0.00	$100,000.00
Source Code Escrow	1	$756.00	$0.00	$756.00
TOTAL:				**$100,756.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Tyler Content Manager EE - 3rd Party Content 10-20 Document Lev	$7,700.00	$0.00	$7,700.00
Tyler Content Manager EE - 3rd Party Content 10-20 Document Lev	$14,000.00	$0.00	$14,000.00
Tyler Content Manager EE - 3rd Party Content 10-20 Document Lev	$23,800.00	$0.00	$23,800.00
Tyler Content Manager EE - 3rd Party Content 1-3 Document Lev	$3,500.00	$0.00	$3,500.00
Tyler Content Manager EE - 3rd Party Content 1-3 Document Lev	$4,900.00	$0.00	$4,900.00
Tyler Content Manager EE - 3rd Party Content 1-3 Document Lev	$7,700.00	$0.00	$7,700.00
Tyler Content Manager EE - 3rd Party Content 4-9 Document Lev	$4,200.00	$0.00	$4,200.00
Tyler Content Manager EE - 3rd Party Content 4-9 Document Lev	$7,000.00	$0.00	$7,000.00
Tyler Content Manager EE - 3rd Party Content 4-9 Document Lev	$10,500.00	$0.00	$10,500.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Tyler Content Manager EE - Accounting Opt 2 - Budgets (total balances only) up to 3yrs - 2 Doc Types	$1,800.00	$0.00	$1,800.00
Tyler Content Manager EE - Accounts Payable Opt 1 - Checks - 3 Doc Types	$1,800.00	$0.00	$1,800.00
Tyler Content Manager EE - Accounts Payable Standard Master - 7 Doc Types	$6,500.00	$0.00	$6,500.00
Tyler Content Manager EE - Fixed Assets Opt 1 - History	$1,300.00	$0.00	$1,300.00
Tyler Content Manager EE - Fixed Assets Standard - Master, GL Accounts, Purchase History	$2,600.00	$0.00	$2,600.00
Tyler Content Manager EE - General Billing Option 2 - Bills (Header,Detail), Payment History, Invoices - 3 Doc Types	$3,000.00	$0.00	$3,000.00
Tyler Content Manager EE - General Billing Standard - CID - 1 Doc Type	$1,300.00	$0.00	$1,300.00
Tyler Content Manager EE - Payroll - Option 10 Certifications - 1 Doc Type	$1,300.00	$0.00	$1,300.00
Tyler Content Manager EE - Payroll - Option 1 Deductions - 2 Doc Types	$1,800.00	$0.00	$1,800.00
Tyler Content Manager EE - Payroll - Option 4 Check History - 1 Doc Type	$1,300.00	$0.00	$1,300.00
Tyler Content Manager EE - Payroll - Option 6 Applicant Tracking - 1 Doc Type	$1,300.00	$0.00	$1,300.00
Tyler Content Manager EE - Payroll - Option 7 PM Action History - 1 Doc Type	$1,300.00	$0.00	$1,300.00
Tyler Content Manager EE - Payroll - Option 8 Position Control - 2 Doc Types	$1,800.00	$0.00	$1,800.00
Tyler Content Manager EE - Payroll Standard - Employee, Address - 11 Doc Types	$10,000.00	$0.00	$10,000.00
TOTAL:			**$120,400.00**

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net

Financials:

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Accounting/GL/BG/AP	$255,000.00	$25,500.00	$229,500.00	$45,900.00	$45,900.00	$0.00
Bid Management	$30,000.00	$3,000.00	$27,000.00	$5,400.00	$5,400.00	$0.00
Cash Management	$46,200.00	$4,620.00	$41,580.00	$8,316.00	$8,316.00	$0.00
Contract Management	$28,500.00	$2,850.00	$25,650.00	$5,130.00	$5,130.00	$0.00
Employee Expense Reimbursement	$24,000.00	$2,400.00	$21,600.00	$4,320.00	$4,320.00	$0.00
Fixed Assets	$64,000.00	$6,400.00	$57,600.00	$11,520.00	$11,520.00	$0.00
Project & Grant Accounting	$40,000.00	$4,000.00	$36,000.00	$7,200.00	$7,200.00	$0.00
Purchasing	$112,200.00	$11,220.00	$100,980.00	$20,196.00	$20,196.00	$0.00
Payroll/HR:						
Payroll w/ESS	$110,500.00	$11,050.00	$99,450.00	$19,890.00	$19,890.00	$0.00
HR Management	$33,000.00	$3,300.00	$29,700.00	$5,940.00	$5,940.00	$0.00
Applicant Tracking	$16,500.00	$1,650.00	$14,850.00	$2,970.00	$2,970.00	$0.00
Professional Development	$14,300.00	$1,430.00	$12,870.00	$2,574.00	$2,574.00	$0.00
Revenue:						
Accounts Receivable	$58,500.00	$5,850.00	$52,650.00	$10,530.00	$10,530.00	$0.00
Tyler Cashiering	$77,000.00	$7,700.00	$69,300.00	$13,860.00	$13,860.00	$0.00
General Billing	$27,500.00	$2,750.00	$24,750.00	$4,950.00	$4,950.00	$0.00
Productivity:						
eProcurement	$46,200.00	$4,620.00	$41,580.00	$8,316.00	$8,316.00	$0.00
Munis Analytics & Reporting	$222,900.00	$22,290.00	$200,610.00	$40,122.00	$40,122.00	$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	$5,000.00	$500.00	$4,500.00	$900.00	$900.00	$0.00
Tyler Content Manager SE	$75,000.00	$7,500.00	$67,500.00	$13,500.00	$13,500.00	$0.00
Tyler Forms Processing	$19,500.00	$1,950.00	$17,550.00	$3,900.00	$3,900.00	$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Other:						
MUNIS Disaster Recovery Service	$0.00	$0.00	$0.00	$30,000.00	$0.00	$30,000.00
Tyler System Management Services Contract	$0.00	$0.00	$0.00	$30,000.00	$0.00	$30,000.00
TOTAL:	**$1,305,800.00**	**$130,580.00**	**$1,175,220.00**	**$295,434.00**	**$235,434.00**	**$60,000.00**

Comments

Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the MUNIS annual maintenance. There is a $2,500 minimum annual fee and a $30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a $5,000 minimum annual fee and a $30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Comments

Includes digitizing two signatures, additional charges will apply for additional signatures.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Exhibit B

Invoicing and Payment Policy

The City shall pay to the Contractor the fees for the software, services and other products set forth in the Investment Summary on the schedule provided below:

1. *License Fees for Contractor Software*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when Contractor makes the applicable Contractor Software available to the City for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Contractor Software in live production or 180 days after the Available Download Date.

2. *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Contractor Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. The City's fees for each subsequent year will be set at Contractor's then-current rates. Notwithstanding the foregoing, Contractor agrees that the following caps will apply, year-over-year, on any maintenance fee increase applicable to the City through Year 10: Year 2 – 0% increase over Year 1; Year 3 – 2% over Year 2; Year 4 – 3% over Year 3; Year 5 – 3% over Year 4; Year 6 – 4% over Year 5; Year 7 – 5% over Year 6; Years 8, 9 and 10 – 6% over the prior year, year-over-year.

3. *Systems Management (OSDBA)*: Systems Management Services are invoiced on the Available Download Date at the rate set forth in the Investment Summary. Systems Management Services will renew automatically for additional one (1) year terms at Contractor's then-current Systems Management Services fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing, Contractor agrees that the following caps will apply, year-over-year, on the maximum Systems Management Services fees applicable to the City through Year 10: Year 2 – 0% increase over Year 1; Year 3 – 2% over Year 2; Year 4 – 3% over Year 3; Year 5 – 3% over Year 4; Year 6 – 4% over Year 5; Year 7 – 5% over Year 6; Years 8, 9 and 10 – 6% over the prior year, year-over-year.

4. *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of the City Data, at the rate set forth in the Investment Summary. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee calculations, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing, Contractor agrees that the following caps will apply, year-over-year, on the maximum Disaster Recovery Services fees applicable to the City through Year 10: Year 2 – 0% increase over Year 1; Year 3 – 2% over Year 2; Year 4 – 3% over Year 3; Year 5 – 3% over Year 4; Year 6 – 4% over Year 5; Year 7 – 5% over Year 6; Years 8, 9 and 10 – 6% over the prior year, year-over-year.

5. *Implementation and Other Professional Services*: Implementation and other professional services (including training, advanced consulting services, and post go-live support services) are billed and invoiced according to the payment milestone schedule set forth below.

   Payment milestones for:

Service Type	Days	Cost
Munis Admin & Security	7	$8,925.00
Implementation Days	382	$487,050.00
Post Go-Live Support	80	$102,000.00
Total	**469**	**$597,975.00**

Phase	Control Point	Description	Milestone Amount
1	1.1	Client Acceptance of Phase Schedule • Kick-off complete • Implementation Management plans accepted (DED 1-1) • Project Plan accepted and posted to project SharePoint site (DED 1-2) • User Manuals Provided (DED 1-3)	$45,517.50
1	1.2	Chart of Accounts Design Acceptance • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered • Chart of Accounts conversion loaded into Test/Train	$68,276.25
1	1.3	Authorization to Proceed to Static Environment Test (SET) • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 1-4) • System design Document completed with initial to-be decisions (DED 1-5) • Static Environment Test plan accepted (DED 1-6)	$79,655.62
1	1.4	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 1-5) • Acceptance to load final Chart of Accounts into Live/Production	$91,035.00
1	1.5	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)	$56,896.88
1	1.6	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 1-9)	$68,276.25

Phase	Control Point	Description	Milestone Amount
1	1.7	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$45,517.50
2	2.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 2-2) • User Manuals Provided (DED 2-3)	$14,280.00
2	2.2	Authorization to Proceed to Static Environment Test (SET) • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 2-4) • System design Document completed with initial to-be decisions (DED 2-5) • Static Environment Test plan accepted (DED 2-6)	$28,560.00
2	2.3	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 2-5)	$35,700.00
2	2.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 2-8)	$35,700.00
2	2.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 2-9)	$14,280.00
2	2.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$14,280.00
		Total	**$597,975.00**

Milestones for Change Management:

Milestone	Milestone Description	Amount
CM1.2	Change Management Preparation Plan, Planning and Review Call	$12,500.00
CM1.3	Discovery/Preparing for Project Change Analysis Document and Presentation	$6,250.00
CM1.4	Supporting the Change Process: Deliver and Review CM Strategy Tools(Executive Playbook, Communication Strategies, Business Transition Process, Resistance Management)	$3,750.00
CM1.5	Deliver Coach Session (25 people maximum)	$2,500.00
	Total	**$25,000.00**

Milestones for:

- 50% of Dedicated Project Manager
    - monthly in arrears, triggered on the next full month after the first planning meeting
- Tyler Forms Processing Configuration
    - Sign-off on Installation of the Tyler Forms Server
- Tyler Forms Libraries
    - Client sign-off to load the respective forms library in the Live environment.
- Conversion Options
    - 50% upon initial delivery of the converted data, by conversion option
    - 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option
- Business process Consulting
    - 50% upon Client Acceptance of Business System Design document, by module, if and as delivered
    - 50% upon Client Acceptance of Custom Desktop Procedures, by module, if and as delivered

6. *Report Writing Allowance*: Report writing services will be invoiced at the fixed fee set forth in the Investment Summary on a per report basis, if and as delivered.

7. *Requested Modifications to the Contractor Software*: Requested modifications to the Contractor Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. The City must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. The City may still report Defects to Contractor as set forth in the Maintenance and Support Agreement.

8. *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service.

9. *Third Party Products*: The license and maintenance fees for the Third-Party Software are reflected in the fees for the Tyler Forms module. Third Party Hardware costs are invoiced upon delivery of the Third-Party Hardware.

10. *Travel Expenses*: Tyler will invoice travel expenses as incurred, according to the provisions set forth in Section 3(E) of the agreement.

Payment is due within forty-five (45) days of the Payment Invoice date.

Until City notifies Contractor otherwise, Payment Invoices shall be provided to:

Melisa (Mel) Roesle | IT Project Manager | City Manager's Office | City of Wichita
455 N. Main Street, 9h Floor | Wichita, KS 67202 | Work: 316.303.8140 | Cell: 303.881.1468 | mroesle@wichita.gov

and

Michelle Law | Controller | City of Wichita, Kansas
455 N. Main Street | Wichita, KS 67202
p) 316.268.4282 | f) 316.858.7557 | mnlaw@wichita.gov

Contractor prefers to receive payments electronically. Contractor's electronic payment information is: Wells Fargo Bank, N.A., 420 Montgomery, San Francisco, CA 9414. ABA: 121000248. Account: 4124302472. Beneficiary: Tyler Technologies, Inc. – Operating.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) 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 day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

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

   - Up to five days = one checked bag
   - Six or more days = two 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; 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.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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.

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

<u>Return Day</u>

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.

Exhibit C
Maintenance and Support Agreement

Contractor will provide the City with the following maintenance and support services for the Contractor Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. Contractor provides maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either Party at least thirty (30) days prior to the end of the then-current term. Contractor will adjust the term to match the City's first use of the Contractor Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. The City's year 1 maintenance and support fees for the Contractor Software are listed in the Investment Summary, and your payment obligations are set forth in the Agreement. Contractor reserves the right to suspend maintenance and support services if the City fails to pay undisputed maintenance and support fees within thirty (30) days of Contractor's written notice. Contractor will reinstate maintenance and support services only if the City pays all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as the City is not using the Help Desk as a substitute for Contractor's training services on the Contractor Software, and the City timely pays its maintenance and support fees, Contractor will, consistent with Contractor's then-current Support Call Process:

   3.1 perform Contractor's maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Contractor Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Contractor Software without our consent, Contractor's obligation to provide maintenance and support services on and warrant the Contractor Software will be void;

   3.2 provide telephone support during Contractor's established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Contractor Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide the City with a copy of all major and minor releases to the Contractor 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

   3.5 provide non-Defect resolution support of prior releases of the Contractor Software in accordance with our then-current release life cycle policy.

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

5. Hardware and Other Systems. If Contractor, in the process of diagnosing a software support issue, discovers that one of the City's peripheral systems or other software is the cause of the issue, Contractor will notify the City so that the City may contact the support agency for that peripheral system. Contractor cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for Contractor to provide the highest level of software support, the City bears the following responsibility related to hardware and software:

   (a) All infrastructure executing Contractor Software shall be managed by the City;
   (b) The City will maintain support contracts for all non- Contractor software associated with Contractor Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) The City will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Contractor Software; (b) onsite maintenance and support (unless Contractor cannot remotely correct a Defect in the Contractor Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to the City on a time and materials basis at Contractor's then current rates. The City must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Contractor's current Support Call Process for the Contractor Software is attached to this Exhibit C at Schedule 1.

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 – 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. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe 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. 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. 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. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
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 C
Schedule 2
Tyler ERP Emergency Support

Overview

The purpose of Tyler ERP Emergency support is to provide Wichita with after-hours support for critical Munis software issues for 6-months post go live. Support is considered to be after-hours if an incident is reported before 7:00 AM or after 8:00 PM (Central) on normal business days, or any time on weekends and holidays. Calls received outside normal support hours are routed to an answering service equipped to record information regarding the incident. The call center contacts Munis Support personnel via telephone and email with instructions for client call back. The Tyler employee handling the issue contacts the Wichita staff to troubleshoot the issue through to resolution if possible.

Cost

If, after contacting Wichita, Tyler determines the incident to be an issue with the client's hardware or non-Munis software, the client will be billed $250.00/hour, with a one-hour minimum. If the issue is determined to be a fault of the Tyler software, Wichita will not be billed.

Services

Support services consist of diagnosis and resolution of catastrophic systemic issues that cause failure of live Munis software. Wichita must be able to provide Tyler access to all servers involved with the Tyler software. Access to the module with the issue is also required.
Non Supported issues include:

- One user or one workstation cannot get into the Munis software or has a performance issue with the Munis software
- Password issues
- Non-Tyler Software issues
- Inability to output from a specific workstation or user, or inability to output a specific report
- A critical case that was previously called into support (If escalation is needed, you would contact the support managers directly) and needs to continue being worked on after normal business hours
- A previously known project or task Wichita elects to schedule for an evening or weekend (this would be covered under our billable after-hours support service offering)

Process

During the support introduction call, Wichita will be provided with the contact number for critical after-hours service. Wichita will also provide Tyler with their list of pre-approved staff that can invoke a call to this service.

Exhibit C
Schedule 3
City's IT Vendor Security Guidelines

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

City of Wichita

IT Vendor Security Guidelines

The following guidelines have been established as best practices by the City of Wichita IT/IS Security Team. All Vendors, Independent Contractors and Guests (vendor) of the City of Wichita IT/IS infrastructure are required to comply with these guidelines. Failure to comply with these guidelines may result in suspension of privileges or contract termination.

Access Credentials

- Any access credentials issued to vendors, contractors or other individuals by the City of Wichita IT/IS staff are to be considered confidential and must be stored and handled in such a manner as to prevent unauthorized access to the city infrastructure. These credentials include but are not limited to, Login passwords, secure id tokens, security badges, dial in access telephone numbers and door access codes.
- As mandated by section 1 of city ordinance 43-138, all access to the City of Wichita network requires prior written approval by the City of Wichita CIO.

Remote Access

Remote access implementations covered by this document include but are not limited to, VPN, dial in modem, Citrix Infuse access, ISDN, SSH, DSL, ISDN, T1, cable modem, web based access such as Gotomypc and WebX, wireless access, etc.

- Remote access will be granted only on an as needed basis. All such requests should be directed to the City analyst responsible for the specific system for which remote access is desired.
- Remote Access will be subject to restrictions on the dates, time of day, and connection protocols vendors are allowed to use.
- The City IT/IS staff is not responsible for the installation of any client software or the support of the vendor's network infrastructure and or firewall configuration which may be required to achieve connectivity to the City network.
- It is the responsibility of the vendor to maintain a City approved virus protection package on any host which is granted remote access to the City network. This responsibility includes ensuring that virus pattern files are updated as new releases become available.
- It is the responsibility of the vendor to enforce password-protected access on any host which is granted remote access to the City network. This responsibility must include a mechanism by which a host left unattended for a time of 15 minutes will automatically be locked and will require re-authentication before remote access to the city network can be reinstated.
- It is the vendor's responsibility to inform the appropriate City analyst of any system changes or upgrades prior to implementation. All changes must be made available to the City analyst for review and approval.

City of Wichita

IT Vendor Security Guidelines

Confidentiality

All data stored and maintained within the City infrastructure is to be considered private and confidential property of the City of Wichita. This data should be stored and handled in an appropriate manner to protect this privacy, using, at minimum, the same protection vendor uses in handling its own confidential and proprietary information

Network Servers

- All server hardware, including all peripheral devices, must be pre-approved by the City of Wichita Information Technology operations manager before implementation.
- Network address assignments, networking routing information, server naming and server domain membership must be coordinated with the City Network Administrator prior to implementation.
- All network server implementations to the city network are required to run and support an IT/IS approved virus scanning software package. This support includes all hardware, operating system and software applications components of the server.
- All network server implementations to the city network are required to facilitate an IT/IS approved data backup procedure. This support includes all hardware, operating system and software applications components of the server.
- All server implementations to the city network must reside behind the network firewall.

Web Servers

For the purpose of this document, any network server which can be directly accessed from the public Internet is considered a web server.

- All web server implementations to the city network must reside behind the network firewall, within the defined DMZ network. All Database servers must reside on the LAN side of the firewall and are prohibited within the DMZ.
- Any web application requiring inbound public Internet access to any ports other than 80 and 443 TCP requires prior approval of the City of Wichita Network Security Team.
- All web servers are considered network servers and must also comply with the network server guidelines defined elsewhere in this document.

City of Wichita

IT Vendor Security Guidelines

Workstations

- All workstation hardware, including all peripheral devices, must be pre-approved by the City of Wichita Helpdesk Manager before implementation.
- All workstations within the city infrastructure are required to run and support an IT/IS approved virus scanning software package Any application, utility or client software to be installed on these City workstations must support this virus scanning package.
- All workstation implementations to the city network must reside behind the network firewall.

Applications

- All application implementations must comply with all security policies adopted by the City of Wichita security team in addition to the standards set by the Microsoft Windows 2008 Benchmark, as outlined by The Center for Internet Security at www.cisecurity.org .
- The use of the "Domain\Administrator" account for application level authentication is prohibited.
- The use of the "SA" account/password with MS SQL Databases for application level authentication is prohibited.

Reference document *"IT Vendor Security Agreement"*
at http://portal/IT/Documents/IT Vendor Security Agreement.pdf
to complete vendor acceptance of the guidelines contained herein.

Exhibit D
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.

1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

1.3 **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

1.4 **Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:

A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

1.7 **Third-Party Software License Rights**. If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) OF Software Ltd. to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of OF Software Ltd. or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by OF Software Ltd. or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY OF SOFTWARE LTD. HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY OF SOFTWARE LTD. OF SOFTWARE LTD. DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OF SOFTWARE LTD. DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. **LIMITATIONS OF LIABILITY.**

6.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OF SOFTWARE LTD. BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF OF SOFTWARE LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF OF SOFTWARE LTD. AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY OF SOFTWARE LTD. IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER OF SOFTWARE LTD. NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability**. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment**. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue**. This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]

Exhibit E
Statement of Work

Tyler Technologies – City of Wichita, KS

Statement of Work

Table of Contents

Section A: Executive Summary 4
A.1 Project Criteria for Success 4
A.2 Project Overview 4
A.3 Project Scope 4
A.4 Organizational Scope 7
A.5 Data Conversion Scope 7
A.6 Import and Export Scope 8
A.7 Reports 9
A.8 Workflows 9
A.9 Development Services 9
A.10 Project Release Schedule 10
A.11 Deliverables 10
A.12 Tyler Forms 10

Section B: Project Governance 11
B.1 City Project Roles and Responsibilities 11
B.2 City Decision Making 11
B.3 Executive Project Sponsors: 11
B.4 Executive Steering Committee: 12
B.5 Project Manager: 12
B.6 Project Team: (Business Leads) 12
B.7 Subject Matter Experts (SMEs) 13
B.8 Technical Team 13
B.9 Upgrade Coordinator 14
B.10 City Tyler University Manager 14
B.11 Contractor Roles and Responsibilities 14
B.12 Contractor Executive Oversight 15
B.13 Contractor Regional Manager 15
B.14 Contractor Project Manager (Key Role) 15
B.15 Contractor Implementation Consultants 15
B.16 Contractor Developers 16
B.17 Contractor Implementation Programmers 16
B.18 Contractor Forms Designers 17
B.19 Contractor Support Account Manager 17
B.20 Contractor Technical Support Specialist 17
B.21 Escalation Matrix 17

Section C: Project Management 19
C.1 Project Plan Development and Management 19
C.2 Project Status Reports 20
C.3 SharePoint 21
C.4 Agendas 21
C.5 Executive Steering Committee Meetings 22
C.6 Site Reports 23
C.7 Issues Log and Issue Tracking 23
C.8 Risk Management 24
C.9 Scope/Contract Change Process 25
C.10 Implementation Control Point and Deliverable: 27
C.11 Other Project Management Resources 29

Section D: Technology Architecture 31
D.1 Hardware Requirements 31
D.2 Environments 31
D.3 Key Dates for Hardware Availability 31

Section E: Implementation 32
E.1 Implementation Methodology Overview 32
E.2 Control Points 32
E.3 Project Initiation 34
E.4 Project Planning 35
E.5 Structural Foundation 36
E.6 Knowledge Transfer 39
E.7 Static Environment Test (SET) 43
E.8 Implementation 44
E.9 Live Preparation 49
E.10 Live Processing 52
E.11 Post Live Process 52
E.12 Phase Closure 54

Section F: Homework Requirements 55

Section G: Facility Requirements 55

Section H: Appendix 56
Appendix 1: Deliverable Expectation Document 56
Appendix 2: Hardware Requirements 65
Appendix 3: Change Management Approach 72
Appendix 4: Detailed Processes Covered in the Business Process Consulting 76
Appendix 5: Interface Requirements 81
Appendix 6: Change Request Template 82
Appendix 7: Functional and Technical Requirements 83

Section A: Executive Summary

A.1 Project Criteria for Success

This Project Exist To:

1. Integrate systems to manage core functions: Human Resources, Finance and Payroll into one complete and comprehensive system.
2. Empower users; provide employees, citizens and vendors with user-friendly, fast and easy to access information and services. (E.g. Online vendor registrations, lookup payments and pay invoices)
3. Reduce employee time spent on data entry and responding to routine requests for information. (E.g. Online benefits registrations and travel reimbursements)
4. Lower overhead, paper and printing costs by automating operational processes, eliminating inefficient, redundant and manual processes. (E.g. Online paychecks, W2s and real-time address changes)
5. Increase employee, citizen and vendor satisfaction with services.
6. Enable operations to apply industry best practices and to be a leader in best practices.
7. Offer easy to use reporting, dashboards and interactive query tools to facilitate the management of information.
8. Incorporate modern technology; functionality and best practices for seamless upgrades and new releases.

A.2 Project Overview

The City's core systems, impacting nearly every program and business process, are at end of life after twenty-five years. The City's financial software (Performance Series) and Payroll software (Cyborg) lack modern capabilities to provide integrated software and technology. One complete enterprise resource planning (ERP) system is needed to streamline processes and information across the city.

The project is defined as the provision of a complete Enterprise Resource Planning (ERP) System inclusive of software and implementation services. The ERP System to be implemented by Tyler Technologies ("Tyler"), for the City of Wichita ("City")

A.3 Project Scope

The project scope is comprised of the following modules, data conversions, interfaces, reports, workflows, and deliverables defined in this section plus any related professional services described throughout this SOW. If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks or are otherwise required for proper performance of the services or tasks they shall also be included within the scope.

To achieve the fixed-travel costs associated with the services to perform the tasks within the project scope, City and Contractor agree that a portion of implementation and consulting service tasks may be delivered remotely. Contractor and City will work together during project planning to mutually identify tasks for remote delivery.

A.3.1 Module Scope

The scope of modules included in this ERP project includes the following Contractor and Third party software products.

In Scope	Out of Scope - Table For Future Consideration After Go-live	Out of Scope
• Tyler Secure Signature System w/ 2 keys • Accounting/ GL/ budgeting/ accounts payable • Purchasing • Fixed assets • Project & grant accounting • Cash management • Contract management • Bid management • Employee expense reimbursement • Payroll/ employee self service • HR management • Applicant tracking • Professional Development • Accounts receivable • Tyler Cashiering • General billing • Munis analytics & reporting • Tyler content manager standard edition • eProcurement • Tyler forms processing • Tyler Content Manager Auto Indexing and Redaction (Standard Edition) • Munis Disaster Recovery Service • Tyler System Management Services Contract • Installation • Implementation (including Training) • Business Process Consulting • Travel Expenses • Data Conversion • Project Management (50% Dedicated)	• Tyler content manager enterprise edition • Tyler transparency portal • Munis performance based budgeting • CAFR Statement Builder	• BMI asset track interface • Citizen self service • Executime software time and attendance • Executime mobile access module • Executime software advanced scheduling • Executime mobile access for advanced scheduling • Executime implementation • Sympro implementation • Sympro - earnings allocation module • Sympro - GL interface • Munis inventory module • BMI Collect IT (inventory to interface) • Tyler meeting manager for TCM • Tyler 3rd party connector • TCM self service • TCM eCommerce • TCM GIS interface • TCM workflow • Advanced consulting – financials • Advanced consulting - Payroll HR Advanced consulting - Payroll HR

• Change management (self-service) • Tyler forms configuration/ libraries • Custom report writing allowance • Post go-live support •		

A.3.2 Project Phases

Implementation for the following functional areas and each of the modules related to the functional areas has been divided into the following major phases. Each phase will include all requirements as indicated in Appendix 7 – Functional and Technical Requirements.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	**Core Financials**	• Accounting General Ledger • Cash Management • Project & Grant Accounting • Budgeting • Requisitions • Purchase Orders • eProcurement • Bid Management • Contract Management • Accounts Payable • Accounts Receivable • General Billing • Fixed Assets • Tyler Cashiering • CAFR Statement Builder	July 2016 or as defined in the Project Plan	January 2018 or as defined in the Project Plan
	System Wide	• Munis Analytics & Reporting • Tyler Forms (configuration/libraries) Processing • Tyler Content Manager Standard Edition • Munis Disaster Recovery Service		

2	**Core Human Resources / Payroll**	• Payroll w/Employee Self Service • HR Management • Employee Expense Reimbursement • Applicant Tracking • Professional Development	July 2016 or as defined in the Project Plan	April 2018 or as defined in the Project Plan

A.4 Organizational Scope

Tyler will implement the functional scope and in-scope software modules for use across the entire City including process considerations for all departments.

A.5 Data Conversion Scope

The following conversion options are a comprehensive list that represents the quoted modules included in the Contractor proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the noted conversion assumptions in section E.8.2 will be considered out of scope.

Conversion ID	Description
Accounting Opt 1 - Actuals	General ledger – actual account summary balances for up to 3 years, to be populated in the GL Master and GL Master Balance tables
Accounting Opt 2 - Budgets	General Ledger – budgeted account balances for up to 3 years, to be populated in the Munis GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget
Accounting Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
Accounts Payable Opt 1 Checks	Check History (up to 10 years)
Accounts Payable Opt 2 - Invoice	Invoice History (up to 10 years)
Accounts Payable Standard Master	Vendor Master
Contract Management	Contract header, contract detail and journal entry (as needed)
Fixed Assets Opt 1 - History	Fixed Assets transaction history
Fixed Assets Std Master	Fixed Assets Master
General Billing Opt 1 - Recurring Invoices	General Billing - Recurring bill templates
General Billing Opt 2 - Bills	General Bills
General Billing Std CID	Customer File
Payroll - Option 10 Certifications	Employee Certifications and Expirations
Payroll - Option 11 Education	Employee Education History

Payroll - Option 1 Deductions	Employee Deductions
Payroll - Option 2 Accrual Balances	Employee Accrual Balances
Payroll - Option 3 Accumulators	YTD, QTD, MTD Accumulators
Payroll - Option 4 Check History	Payroll Check History (up to 10 years)
Payroll - Option 5 Earning/Deduction Hist	Payroll Earnings and Deductions History (up to 10 years)
Payroll – Option 6 Applicant Tracking	Applicants and Job Openings
Payroll - Option 7 PM Action History	Personnel Actions History (up to 10 years)
Payroll - Option 8 Position Control	Payroll Position Control and History
Payroll - Standard	Payroll Employee Master
Project Grant Accounting Opt 1 - Actuals	Project& Grants – actual account summary balances
Project Grant Accounting Opt 2 - Budgets	Project& Grants – budgeted account summary balances
Project Grant Accounting Standard	Conversion from Project & Grant spreadsheet (to be provided during COA analysis)
Purchase Orders - Standard	Open purchase orders with encumbrances

A.6 Import and Export Scope

Attached as Appendix 5 to this document is a list of all import and export files City anticipates to be needed as of the date of this document. Except for the items noted in Appendix 5 anticipated to require:

- Custom effort by Tyler, for example to conform to the requirements of the City's bank; See list of custom interfaces in scope below.
- The use of EDI standard file formats;
- The use of NACHA standard file formats;
- The use of standardized file formats required by non-City agencies, such as the Social Security Administration, Internal Revenue Service, Kansas Department of Labor, or Kansas Payment Center,

The following custom interfaces are in the scope of this project:

- AP/PR Check Recon Import
- AP Positive Pay Export Format
- P-Card Import Format
- Payroll Positive Pay Export Format

City anticipates that the remainder of required import and export files will conform to the standard layouts and methods provided by Tyler which are listed below. For each standard interface, Contractor encourages that the City has an active support agreement with the third party system and for the City to be on a current version actively supported by the manufacturer/developer of the product installed. The City understands that not being on the supported version may have an impact on the use. Any requests to

modify standard file layouts will follow the Scope/Contract Change Process defined in this Statement of Work.

- **Miscellaneous Cash Interface**, to import revenue information from other systems by means of a flat file whose format is prescribed by Tyler;
- **Journal Document Interface**, to import journal and expenditure transactions from other systems by means of a text file or Microsoft Excel spreadsheet;
- **Accounts Receivable Interface**, to establish A/R entries and relieve them based on information transmitted from other systems by means of a flat file.
- **Export File Tool**, which allows City to build a flat file export containing multiple record types without the use of traditional programming tools.

A.7 Reports

All standard reports for the modules in the Project Scope are going to be met with the delivered report out of Munis. Any changes or customizations of these standard delivered reports requested by the City may result in a change order and additional cost.

Additionally, Contractor has proposed an additional $55,000 of report writing services to assist the City in analyzing and writing custom SSRS reports ("Reporting Contingency"). This Reporting Contingency may be utilized through change orders to the contract. Implementation and other professional services (including training and report writing services) are billed and invoiced as delivered, at the rates set forth in the investment summary.

The Contractor suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Contractor recognizes that its clients want the flexibility to create even more unique reports and queries to fit their own business needs. Contractor has included Report Writing training as part of our Proposal. City will also have available a Report Library of over 200 reports via the Munis Support Website. In the event City wants Contractor resources to modify or create custom SSRS reports, the Scope/Contract Change Process will be followed.

Tyler Reporting Services (TRS) utilizes an SQL report writing tool called Business Intelligence for Visual Studio 2013 (SSDT-BI) to extract data from the Munis system and create custom reports. Once trained, City will have the ability to create its own custom reports and modify any report from the TRS Report Library.

A.8 Workflows

All of the available workflow functionality in the licensed modules shall be considered as in scope. Contractor consultants will work with City resources to help identify, configure, and train on included workflow processes including preparation of the System Design Document – DED 5

A.9 Development Services

No Development Services have been identified at the time of this Statement of Work. If Development Services are necessary, an enhancement request must be submitted to Contractor Development and a quote will be provided.

A.10 Project Release Schedule

Contractor's implementation approach requires that the City will adhere to the following upgrade schedule. Contractor's Project Manager(s) will coordinate with the City project team to coordinate the upgrade activities as follows:

Version	Test Environment Deployment	Live Environment Deployment
V11.2	Upon Installation	Upon Installation

A.11 Deliverables

Contractor will provide the Deliverables identified throughout this statement of work. Deliverables will be submitted as a work product for City review and follow the Deliverable acceptance procedures defined in Section C.10.

Deliverable	Phase	Deliverable Number
Implementation Management Plans	Cross Phase	1-1
Project1		
Project Plan	1	1-2
User Manuals	1	1-3
Data Conversion Plan	1	1-4
System Design Document	1	1-5
Static Environment Test (SET) Plan	1	1-6
Modification Specifications	1	1-7
Pre-Live Checklist	1	1-8
Lessons Learned Document	1	1-9
Project 2		
Project Plan	2	2-2
User Manual	2	2-3
Data Conversion Plan	2	2-4
System Design Document	2	2-5
SET Test Plan	2	2-6
Modification Specifications	2	2-7
Pre-Live Checklist	2	2-8
Lessons Learned Document	2	2-9

A.12 Tyler Forms

Contractor's Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms, where custom designs are not required

to meet any of City's functional requirements, would require a change order. Please note that Tyler Forms requires the use of approved printers only.

- Payroll Library includes: 1 Payroll Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c, 1099R, 1095B and 1095C.
- Financial Library includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.
- General Billing Library includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.
- Personnel Action Library includes: 1 Personnel Action form for new hires and 1 Personnel Action form for employee changes.

Section B: Project Governance

B.1 City Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the project. The joint team of City and Contractor will ultimately be responsible for designing, developing and delivering the final products of this project.

B.2 City Decision Making

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions. The following table identifies the type of decisions and project team members with decision authority:

Type of Decision	City Decision Making Responsibility
Changes to SOW affecting project budget and/or timing and/or project goals	Executive Steering Committee
City Policy Decisions	Executive Steering Committee
Changes to SOW not affecting project budget and/or timing and/or project goals	City Project Manager
Acceptance of Control Points / Deliverables	City Project Manager
Configuration Decisions	City Project Team

B.3 Executive Project Sponsors:

The City Executive Project Sponsors provide support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization; and when called upon acting as the final authorities on all project decisions. The project sponsors will be involved in the project as needed to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The project sponsors will empower the steering committee and project team to make critical business decisions for City.

Resource	Title

Cathy Holdeman	Assistant City Manager

B.4 Executive Steering Committee:

The Executive Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Steering Committee oversees the project team and the project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all project progress, project decisions, and achievement of project Control Points. The Executive Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department managers in City. The Executive Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Executive Steering Committee also serves as primary level of issue resolution for the project.

Resource	Title
Chris Bezruki	Human Resources Director
Shawn Henning	Director of Finance
Mike Mayta	Chief Information Officer
Denise Peters	Program Coordinator

B.5 Project Manager:

The City's Project Manager will coordinate project team members, subject matter experts, and the overall implementation schedule and serve as the primary point of contact with Contractor. The Project Manager will be responsible for reporting to the Executive Steering Committee and providing the majority of City's change management communications and coaching.

Resource	Title
Melisa (Mel) Roesle	Project Manager

B.6 Project Team: (Business Leads)

The assigned Project Team will have detailed subject matter expertise and be empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required City tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of City consistent with the project goals, project vision, and direction from the Project Manager and Executive Steering Committee. Project Team Leads are identified below.

City's project team is responsible for maintaining regular and effective project communications between project stakeholders and supporting overall change efforts in City.

Resource	Function
Tavane Gerber	Payroll
Michelle Law	Finance

Lisa White	HR

B.7 Subject Matter Experts (SMEs)

Subject Matter Experts (SME's) will play an important role in the project to provide necessary expertise not found on the project team and to support project team activities. However, subject matter experts will have a primary responsibility to their "home" department and not be available for significant periods of time on the project.

SMEs will be City's primary interface to all other users of the system throughout City (the End Users). City's End Users will ultimately be the users of the system in all areas through City. SME proactive adoption of the system is vital to City realizing success in this project. SMEs will be consulted throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

Resource	Function
Carmen Johnson	Accounts Payable
Fanny Chan	GL/ interface
Cathy Gilley	AR/ general billing/ cashiering
Elizabeth Goltry	Budgeting
Troy Tillotson	Budgeting
Amy Belcher	Fixed Assets, Project/grants accounting
Lisa Hilyard	HR
Carolyn Bowen	HR
Yolanda Chavez	Payroll
Christy Slater	Payroll
Vicky Clemons	Payroll
Mandi Reddig	Pension
Melinda Walker	Purchasing
Hannah Lang	Purchasing

B.8 Technical Team

City's Technical Team may be primarily responsible for overall system administration, security, and workflow. The Technical Team will also handle all data conversions, interfaces, custom reporting and reporting submission responsibilities reporting for City. It is expected that the Technical team will be responsible for system administration post go-live.

City's technical team will be responsible for all technical aspects of the project.

Resource	Function
Sean Seamster	IT Analyst
John Huynh	IT Analyst
Elena Trail	IT Analyst
Joe Spexarth	IT Analyst

B.9 Upgrade Coordinator

The City Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Contractor's application during the project (if required). Additionally, this role is responsible for managing the upgrade process post go-live.

- Become familiar with the upgrade process and required steps
- Become familiar with Contractor's Release Life-cycle policy
- Utilize Tyler Community to stay abreast of the latest Contractor Release Life Cycle updates as well as the latest helpful tools to manage your upgrade process
- Assist with the upgrade process, if required, during implementation
- Manage upgrade activities post-implementation
- Manage upgrade plan activities
- Coordinate upgrade plan activities with Contractor and City resources
- Communicate changes that will affect users and department stakeholders
- Obtain department stakeholder sign-offs to upgrade Live/Production environment
- Create and publish your site's multi-year, forward projection upgrade project plan

Resource	Title
Sean Seamster	IT Analyst
John Huynh	IT Analyst
Elena Trail	IT Analyst
Joe Spexarth	IT Analyst

B.10 City Tyler University Manager

To assist with the knowledge transfer of Contractor's products, Contractor provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. City Tyler University Manager is responsible for the following roles:

- Work with the Contractor Project Manager(s) to map out standard curricula for users
- Communicate registration and enrollment requirements to City users
- Monitor the progress of user's prerequisite courses
- Act as a Tyler University resource for users
- Work with Contractor Project Manager to import users

Resource	Title
Betty Schrader	Learning & Development

B.11 Contractor Roles and Responsibilities

Contractor plans to leverage the strengths, skills and knowledge of its blended team members. In the tables that follow, a description of the various roles associated with the overall project team is provided.

B.12 Contractor Executive Oversight

The Contractor Vice President of Implementation has indirect involvement with the project and is part of the Contractor escalation process. This team member offers additional support to the project team and is able to work with other Contractor department managers in order to escalate and facilitate implementation project tasks and decisions. The Contractor Project Manager or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance.

Resource	Title	Key Personnel
Chris Webster	Vice President - Implementation	No

B.13 Contractor Regional Manager

This team member has indirect involvement with the project and is part of the Contractor escalation process. Contractor Project Managers may consult the Regional Manager with issues and decisions regarding the project. The Contractor Regional Manager is responsible for:

- Assignment of consultants and ensuring that availability, or lack of availability for consultants assigned to the City project does not negatively impact the City timeline.
- Assisting the Contractor Project Manager with resolution of issues Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Monitoring overall quality of the project including quality of consulting deliverables
- Providing proactive personal communication with City's Executive Sponsors, City's Steering Committee, and/or City's Project Manager

Resource	Title	Key Personnel
Michele Tepper, PMP	Regional Implementation Manager	No

B.14 Contractor Project Manager (Key Role)

Contractor will assign one person the role of "Contractor Project Manager" and that individual will be responsible for the following.

- Serve as primary point of contact for City
- Coordination of all Contractor resources across all modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing.
- Monitor and manage overall project risks
- Communicate regularly with the City project manager
- Track completion of project tasks
- Escalate outstanding issues for approval within Contractor or coordinate change order process.
- Monitor project quality
- Identify and communicate any City risks that may negatively impact the project.

Resource	Title	Key Personnel
TBD	Project Manager	Yes

B.15 Contractor Implementation Consultants

Contractor's Implementation Consultants will bring to the project Tyler Munis knowledge as well as industry knowledge of public sector practices and processes that will enable each consultant to advise City on the most appropriate way of configuring Munis and overall achievement of the City project scope and goals. Contractor's Implementation Consultants deliver the following services:

- Implementation
- Business Processing Consulting
- Post Go-Live Support

Resource	Title	Key Personnel
TBD	Implementation Consultant – Financials	Yes
TBD	Implementation Consultant – Payroll / HR	Yes

B.16 Contractor Developers

The Contractor Developers are offsite resources responsible for:

- Performing detailed requirement gathering for contracted modifications (in scope enhancements, custom reports and custom interfaces)
- Reviewing the existing development queue and existing product offerings to determine if the desired functionality can be provided in a less expensive fashion
- Creating and delivering functional specifications for contracted modifications
- Programming and incorporating modifications per the specifications into the base product
- Performing internal quality assurance and developing technical and help documentation
- Providing custom development packages to be loaded into the Contractor system via the Munis Internet Update (MIU) utility
- Performing and providing any necessary modification defect corrections

B.17 Contractor Implementation Programmers

The Contractor Implementation Programmers are offsite resources responsible for:

- Validating City data files are readable
- Developing customized conversion programs to convert legacy data into the Contractor database for production use according to defined mapping.
- Providing custom conversion packages to be loaded into Contractor's system via the Munis Internet Update (MIU) utility.
- Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting City with understanding and interpreting those reports.
- Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered

B.18 Contractor Forms Designers

The Contractor Forms Designers are offsite resources responsible for:

- Providing specifications, or Forms Kits, for all forms in scope
- Reviewing requirements for equipment and supplies
- Developing and provide form mock-up designs
- Conducting review of City's form mock-up sheets
- Developing final form designs
- Testing forms and modifying as appropriate based on test results
- Working with City team members on the results of functional testing and making changes to address issues from testing
- Configuring and installing forms software and approved forms
- Producing design and troubleshooting documentation for forms

B.19 Contractor Support Account Manager

Contractor Support Account Managers are offsite resources responsible for the following the first year after each phase go-live:

- Providing post-implementation City management and planning services
- Planning and preparing for key first year processes such as year-end and W-2 processing
- Assisting City plan release upgrades

B.20 Contractor Technical Support Specialist

Contractor Support Specialists are offsite resources responsible for:

- Managing incoming City issues via phone, email and online customer incident portal
- Documenting and prioritizing issues in Contractor's Customer Relationship Management (CRM) system
- Providing issue analysis and general product guidance
- Tracking issues and tickets to timely and effective resolution
- Identifying options for resolving the reported issue
- Reporting and escalating defects to Contractor Development
- Communicating with City on the status and resolution of reported issues

B.21 Escalation Matrix

City of Wichita		**Contractor**	
Level I (Escalation)	**Melisa Roesle** **IT Project Manager** City Manager's Office City of Wichita 455 N. Main Street, 9h Floor	**Level I (Escalation)**	Contractor Project Manager – To be assigned upon contract signing.

	Wichita, KS 67202 Work: 316.303.8140 Cell: 303.881.1468 Email: mroesle@wichita.gov		
Level 2 (Escalation)	**Denise Peters** **Program Coordinator** City Manager's Office 455 N. Main Street, 13th Floor Work (316) 268-4694 Cell: (316) 858-7890 Email: dpeters@wichita.gov	**Level 2 (Escalation)**	Michele Tepper, Regional Implementation Manager Work: 800-772-2260 ext. 5654 Email: michele.tepper@tylertech.com
Level 3 (Escalation)	**Michael Mayta** **Chief Information Officer** City of Wichita, KS 455 North Main , 9th Floor Wichita, Kansas 67202 Work (316) 268-4318 Email: mmayta@wichita.gov	**Level 3 (Escalation)**	Chris Webster, VP – Implementation Email: chris.webster@tylertech.com Work: 800-772-2260 ext. 4710

Section C: Project Management

This section outlines key project management tasks that are to occur throughout the project.

C.1 Project Plan Development and Management

Contractor will create the project plan for phase one within (thirty) 30 calendar days from the first project planning call, which is to occur after the contract signing and will help Contractor get the information necessary to complete the project plan. Upon completion and acceptance of the phase 1 project plan (DED 2), Contractor will begin work on the project plan for Phase 2. The project plan for phase 2 shall be completed at least ninety (90) calendar days prior to the start of any Phase 2 activities. Once the project plan is approved by City, Contractor's project manager will edit and update as necessary as part of regularly scheduled project management meetings with City's project manager(s).

All project tasks will be assigned owners and due dates which correspond with the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates.

	City Role	Contractor Role
Steering Committee/Regional Manager	• Review project plan	• Review project plan for compliance with SOW
Project Manager	• Work with Contractor project manager to develop project plan	• Take lead in developing project plan
Project Team / Implementation Consultant	• Review project plan	• Review and become familiar with full project plan
Subject Matter Expert / Other	• Identify applicable meetings/deadlines on project plan and plan accordingly	• Identify applicable meetings/deadlines on project plan and plan accordingly
(Organizational) Change Management Team/Change Manager	• Support the development of the Change Management Plan • Perform the activities as outlined in Appendix 3	• Lead the development of the Change Management Plan • Perform the activities as outlined in Appendix 3

C.1.1 Requirements/Notes

The Project Work Plan will contain:

- Project's activities and tasks
- Dates of project activities and tasks
- Specific resources assigned to project tasks
- Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages
- Control Points and Deliverables
- City Review Periods for Control Points and Deliverables
- Project Acceptance of Implementation Control Points

- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions
- The project plan will be consistent with the SOW
- All homework and other activities required of either the City Project Team or Contractor consultants will be included on the project plan.

C.2 Project Status Reports

Contractor will prepare project status reports on a biweekly basis throughout the project. Project reports are intended for the City Executive Sponsor, City Steering Committee, Contractor Executive Oversight, and Contractor Regional Manager and provide the following key elements:

- Project Status/Updates
- Summary of accomplishments/Milestones Achieved
- Milestones Missed
- Status of Control Points and Deliverables
- Future Milestones/Upcoming tasks and schedule
- Assist with Identification Issues/Risks (including issues/risk that may impact project goals)
- Planned risk mitigation strategy
- Summary of change requests.
- Issues
- Dependencies
- Risks
- Priorities/Action Review
- Project Communications

Contractor Project Managers will also review project progress and status with the project leads and team members for both Contractor and City on biweekly basis. Within 60-90 days before the go-live date, weekly status reports and review meetings will be scheduled.

	City Role	Contractor Role
Steering Committee/Regional Manager	• Review status reports	• Review status reports
Project Manager	• Provide any necessary updates for status reports • Participate in biweekly status meetings • Review status reports	• Prepare status reports • Post status report to project SharePoint • Facilitate biweekly status meeting
Project Team / Implementation Consultant	• Review status reports • Participate in biweekly status meeting if necessary	• Participate in biweekly status meeting if necessary

C.2.1 Requirements/Notes

The format for the status reports will be mutually agreed as part of the project planning phase of the project.

City will cooperate and provide information for inclusion on the status report.

Contractor will submit one status report that identifies issues related to the entire project. In the event that Contractor has multiple resources working on the project at one time, the Contractor project manager will coordinate issues and submit one status report.

The Status report will be delivered at least two (2) business days prior to any scheduled Executive Sponsor, Steering Committee, or Project Manager meeting at which the status report is being discussed.

Biweekly status reports are due on Wednesday by close of business (5pm CT).

C.3 SharePoint

Contractor will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Contractor project documents, any City project documents, any deliverables, sign offs, change orders or other documents that will be shared with the project team.

	City Role	Contractor Role
Steering Committee	• Review SharePoint site as necessary	• Review SharePoint site as necessary
Project Manager	• Manage City information on SharePoint Site	• Manage overall SharePoint site include set up of SharePoint folders
Project Team / Implementation Consultant	• Utilize SharePoint site for project documents (both posting and downloading)	• Utilize SharePoint site for project documents (both posting and downloading)
Subject Matter Expert / Other	• Review SharePoint as necessary	• Post trip reports and other documents as necessary.

C.3.1 Requirements/Notes

As part of the Project Kick Off, The Contractor Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use.

The City and Contractor will mutually agree upon SharePoint use for the project.

Contractor performs a daily routine backup for all City SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours (1/2 day) charged for each backup file using the contracted Contractor rate for implementation services. Contractor does not provide SharePoint consulting services to restore provided backup files in client-hosted environment.

C.4 Agendas

Contractor's project manager will provide agendas at least 2 weeks prior to any on-site meeting. Agendas will include:

- Session Title
- Required Attendees
- Prerequisites (eLearning and documents)

- Session Topics
- Requirements (classroom)
- Known homework tasks to be assigned

	City Role	Contractor Role
Steering Committee		
Project Manager	• Review Agenda • Distribute to Meeting Participants	• Develop agendas • Post agendas to SharePoint
Project Team / Implementation Consultant	• Review Agendas prior to meeting	• Review agendas prior to meeting
Subject Matter Expert / Other	• Review agendas prior to meeting	• Review agendas prior to meeting

C.4.1 Requirements/Notes

- Upon submission of the agenda, City shall review and provide comments or questions on the agenda within five (5) business days. Contractor shall make any required revisions promptly to allow for appropriate meeting preparation.
- All meeting participants will review meeting agendas prior to the meeting.

C.5 Executive Steering Committee Meetings

The Project Communications Plan developed at the beginning of the project (as part of the implementation management plan) will identify a meeting schedule for the City Executive Steering Committee. It is expected that the Executive Steering Committee will meet quarterly and City project managers, will prepare the Executive Steering Committee Agenda prior to all scheduled Executive Steering Committee meetings. The Executive Steering Committee agenda will include any issues that require approval at the next meeting. If necessary, Contractor's Project Manager, or Regional Manager may participate in the Executive Steering Committee meeting either in person or by phone.

	City Role	Contractor Role
Steering Committee / Contractor Regional Manager or Contractor Executive Oversight	• Participate in meetings at least quarterly	• Participate in Steering Committees as necessary
Project Manager	• Develop agenda for steering committee meeting	• Participate in Steering Committees as necessary
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

C.5.1 Requirements/Notes

In the event that there are project issues that require Contractor's on-site participation, City will not be required to reimburse the costs of travel for Contractor's Project Manager, Regional Project Manager, or Contractor Executive Sponsor's on-site participation City may cancel Executive Steering Committee Meetings if there are not a sufficient number of items to discuss or if items can be deferred until the following meeting.

C.6 Site Reports

Each Contractor resource that is on-site for project activities with City will provide a site-report and post to the Contractor SharePoint site. All site reports will contain meeting notes, issues, and documentation of any decisions during the visit. Site reports will be completed within one week for each visit. Contractor will be responsible for taking any issues or risks identified in the site reports and adding it to the Issues Log.

	City Role	Contractor Role
Steering Committee		
Project Manager	• Review site reports	• Review site reports
Project Team / Implementation Consultant	• Review site reports	• Complete site reports
Subject Matter Expert / Other		• Complete site reports

C.6.1 Requirements/Notes

- Any issues identified on the site report will also be identified on the Project Issues Log
- All site reports will be completed no later than one week after completion of a site visit.
- All site reports will be reviewed and edited for quality by the Contractor project manager prior to posting to SharePoint for City review.
- The Contractor Project Manager will be responsible for ensuring that site reports are complete and accurate.
- Completion of site reports will be part of acceptance criteria for each phase.

C.7 Issues Log and Issue Tracking

Contractor will maintain a list of issues (both open and closed) that have been identified for the project on the SharePoint site. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Upon identification of project issues, risks, and key project decisions both Contractor and City team members are responsible for adding the issue to the Issues Log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Module/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested
- Date Closed

City and Contractor Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. City and Contractor Project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the project, City and Contractor Project Managers will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Contractor implementation team will coordinate as necessary with Contractor's internal resources.

	City Role	Contractor Role
Steering Committee / Contractor Regional Manager	• Serve as point of escalation of issues	• Serve as point of escalation of issues
Project Manager	• Document and review issues	• Document and review issues
Project Team / Implementation Consultant	• Document issues	• Document issues
Subject Matter Expert / Other	• Report issues to Project Manager or Project Team Lead	• Report issues to Project Manager

C.7.1 Requirements/Notes

- At any time during the project, if City is not satisfied with the level of response from the Contractor Project Managers or Contractor Regional Manager, or if the Contractor Project Manager or Contractor Regional Manager do not have the ability to make key decisions or resolve potential issues, City will reserve the right to escalate the issue to the Contractor Executive Oversight Team. Contractor's Executive Oversight Team will have responsibility for overall project delivery.

C.8 Risk Management

City and Contractor will jointly work to identify and communicate risks and identify strategies for mitigating the impacts of project risks.

	City Role	Contractor Role
Steering Committee	• Address any issues escalated to the Steering Committee level	• Address any issues escalated to the Steering Committee level
Project Manager	• Monitor risks and communicate any identified risks to the Contractor project manager and Steering Committee	• Monitor risks and work with City project manager to develop risk mitigation plans
Project Team / Implementation Consultant	• Communicate any risks to the City project manager	• Communicate any risks to the Contractor project manager
Subject Matter Expert / Other		

C.8.1 Requirements/Notes

- Risks will be monitored, recorded, and assessed using an agreed upon methodology in the Contractor Risk Plan. All risks will be actively monitored by both Contractor and City
- Contractor will have responsibility for maintaining the project risk plan.

C.9 Scope/Contract Change Process

Contractor acknowledges that any scope change proposal that affects the total cost of the project is subject to the City's policies and must provide adequate time for consideration. City acknowledges that such scope change proposals may affect the implementation costs, schedule and go-live dates, which will be changed by mutual agreement. All scope change proposals shall be governed by the terms and conditions of the Information Technology Agreement.

C.9.1 Change Request Process

If City requires the performance of services, including any implementation, consulting, training, or conversion services that are not then being performed, or requires a change to the existing services, City's Project Manager shall deliver to the Contractor's Project Managers an implementation services scope change request specifying the proposed work with sufficient detail to enable Contractor to evaluate it. Contractor, within ten (10) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request, shall provide City with a written scope change proposal containing the following:

- Detailed description of resources (both Contractor and City) required to perform the change
- Implementation plans
- Schedule for completion
- Acceptance criteria
- Impact on cost and schedule
- Impact on project goals and objectives
- Price

Note: Change request shall mean the document utilized to request changes or revisions in the statement of work. See Appendix 6 Change Request Template.

C.9.2 Product Enhancement/Change Process

If the City requires the modification of the products in scope, including any interface not in scope, the City's Project Manager shall submit the request via the Enhancement Request Process documented on Contractor Community specifying the proposed enhancement with sufficient detail to enable Contractor to evaluate it.

Contractor has two different types of Product Enhancement Requests:

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Contractor's Strategic Review Committees will analyze thousands of suggestions. Contractor will work to

identify patterns within the suggestions, which will help us best determine the areas of the product needing to be addressed.

2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by our Development Teams. Contractor, within thirty (30) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request. If the request is not generally consistent with the current direction of the respective product Contractor will notify City in writing; otherwise Contractor shall provide City with a written development scope change proposal containing the following:

    - Specification
    - Schedule for completion
    - Minimum version requirements
    - Any additional implementation services required, such as project management, conversions, forms output and/or training outside of the current project scope
    - Impact on current cost and schedule
    - Impact on project goals and objectives
    - Response Due Date
    - Total cost

    All Request for Development requests will be coordinated and/or approved first by City Project Manager or other designee and Contractor Project Manager. Development requests will also be identified on the issues log and elevated to City Executive Team for review at the next Executive Team meeting.

    By the Response Due Date, which is indicated on the written development scope change proposal, as described above, City shall notify Contractor in writing if City elects to proceed with the Development request. Contractor's Project Manager will submit the approved Development request to Contractor's Contract team to create a contract amendment. Contractor will schedule the work described in the Development change request upon Contractor's receipt of a signed contract amendment. If, by the Response Due Date, City gives notice to Contractor not to proceed, or fails to give any notice to Contractor, then the scope change proposal shall be deemed withdrawn and Contractor shall take no further action with respect to it.

	City Role	Contractor Role
Steering Committee	• Review and approve change proposals	
Project Manager	• Communicate requested changes to Contractor	• Coordinate change process • Communicate requested changes to City
Project Team / Implementation Consultant	• Communicate issues, risks, and other potential change items to City project manager	• Communicate issues, risks, and other potential change items to Contractor project manager

C.9.3 Requirements/Notes

- City acknowledges that such scope change proposals may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement.

- Within the timeframe specified in Contractor's scope change proposal, which timeframe shall not be less than ten (10) business days from City Project Managers' receipt of such scope change proposal, City shall notify Contractor in writing if City elects to proceed with the change proposal.
- All scope change requests and scope change proposals will be approved first by City Project Managers and Contractor Project Managers. Scope definitions that impact the project timeline and/or the project Control Points, including costs will also elevated to City Executive Steering Committee for review

C.10 Implementation Control Point and Deliverable:

When complete, all Deliverables and Control Points require acceptance from the City project manager. Upon completion, the Contractor project manager shall notify the City project manager and provide any necessary documents for review.

	City Role	Contractor Role
Steering Committee	• Review any issues escalated from the City or Contractor project manager	• Review any issues escalated from the City or Contractor project manager
Project Manager	• Review and accept/reject • Provide feedback on rejections • Review control point and upon completion grant sign off	• Coordinate acceptance process • Review control point and upon completion grant sign off
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

Implementation Control Point and Deliverable Acceptance Process

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

1. Contractor shall submit each Control Point or Deliverable to City for review. Upon completion each Control Point or Deliverable, Contractor shall present an acceptance form.

2. If City does not agree that the particular Deliverable or Control Point has been met, City shall notify Contractor, in writing, with its reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the delivery.

3. Contractor shall correct any deficiencies and resubmit the Deliverable or Control Point within five (5) business days. City shall then have five (5) business days from receipt of the resubmitted Deliverable or Control Point to accept or again submit written notification of its reasons for rejecting the Control Point or Deliverable. If you do not sign off within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted.

4. The process set forth in the paragraphs above shall continue until all issues have been addressed and the Deliverable or Control Point is accepted by the City.

5. Acceptance will be initiated and managed by utilizing the Contractor SharePoint workflow approval process.

C.10.1 Requirements/Notes

- All review periods will be tracked on the project plan
- The City project manager will have decision authority to approve/reject all project Control Points and Deliverables
- Acceptance will be initiated and managed by utilizing the SharePoint workflow approval process.

C.11 Other Project Management Resources

C.11.1 Tyler University

To assist with the knowledge transfer of Contractor's products, Contractor provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Courses provide step-by-step, interactive eLearning recordings that allows users to enroll and participate in session content on their schedule. Tyler University will be available to City staff upon installation of Contractor's ERP system.

	City Role	Contractor Role
Project Manager / Tyler University Manager	• Assist with creation of Tyler University user accounts • Ensure users are following curriculums • Monitor and communicate user progress to City management staff	• Assist with creation of Tyler University user accounts • Provide user progress reports
Project Team / Implementation Consultant	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• Communicate and identify prerequisite content on agendas and site reports.
Subject Matter Expert / Other	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• N/A

C.11.2 Knowledge Base

Contractor provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledgebase. Knowledge base will be available to City staff at the time of contract signing.

	City Role	Contractor Role
Steering Committee		
Project Manager		• Provide reference to knowledge base documents
Project Team / Implementation Consultant		• Provide reference to knowledge base documents
Subject Matter Expert / Other		

C.11.3 Requirements/Notes

- Contractor will ensure that all referenced knowledge base documents are current and applicable for City's project.
- References to documents on the knowledge base will be specific and direct City to specific documents.

- Contractor will provide guidance and demonstrate to City project team members how to use the knowledge base to find necessary information.

Section D: Technology Architecture

D.1 Hardware Requirements

Appendix 2: Hardware Requirements outlines the recommended system requirements for servers and City workstations supporting and accessing the Contractor ERP system.

D.2 Environments

As part of the project, Contractor will assist City in establishing the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments. During the implementation project, environments will be established separately for each phase.

- Testing
- Training
- Production/Live
- Verification

D.3 Key Dates for Hardware Availability

To prevent delays in the implementation schedule, it is the responsibility of City to have procured and installed all applicable hardware meeting the requirements listed in Section D.1 within calendar 60 days after the effective date of the Agreement. Failure to have necessary hardware within 60 calendar days may result in delay in installing the Contractor software on City's hardware and may require changes to the implementation schedule.

Section E: Implementation

E.1 Implementation Methodology Overview

Each phase of the project will be implemented using the methodology defined below. Throughout the project methodology, Contractor has established control points (critical review points) to ensure an organization fully understands and accepts the project and to ensure that Contractor is providing quality services to assist in City's implementation. It is at these check points that organizational stakeholders monitoring the overall project (for both Contractor and City) must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase. Control points are defined in the section below and the process for accepting each is identified in Section C.10.

E.2 Control Points

To ensure quality and adherence to the methodology identified in this SOW, Contractor and City have identified the following control points that must be formally accepted prior to moving on in the project. Control points are as follows:

Phase	Control Point	Description
1	1.1	City Acceptance of Phase Schedule • Kick-off complete • Implementation Management plans accepted (DED 1-1) • Project Plan accepted and posted to project SharePoint site (DED 1-2) • User Manuals Provided (DED 1-3)
1	1.2	Chart of Accounts Design Acceptance • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered • Chart of Accounts conversion loaded into Test/Train
1	1.3	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 1-4) • System design Document completed with initial to-be decisions (DED 1-5) • Static Environment Test plan accepted (DED 1-6)
1	1.4	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 1-5) • Acceptance to load final Chart of Accounts into Live/Production
1	1.5	Authorization to Proceed to Live Preparation

		• Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)
1	1.6	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 1-9)
1	1.7	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete
2	2.1	City Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 2-2) • User Manuals Provided (DED 2-3)
2	2.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 2-4) • System design Document completed with initial to-be decisions (DED 2-5) • Static Environment Test plan accepted (DED 2-6)
2	2.3	Authorization to Proceed to Training • Static Environment Test complete • System Design Document updated with to-be decisions (DED 2-5)
2	2.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 2-8)
2	2.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 2-9)
2	2.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete

* Note: City may authorize Contractor to proceed with the project and withhold acceptance of the control point. For the control point to be accepted, all work identified under each must be complete.

E.3 Project Initiation

During this step, Contractor and City will begin working to plan the project kick off meeting. The kick off will be scheduled and completed no later than sixty calendar (60) days after contract signing, and thirty (30) calendar days prior to the start of the system installation. During the kick off, Contractor's project team will meet City's project team and discuss project expectations and policies. All team members will be present for the project kick off. The meeting will be either through an audio-video conference call or an on-site meeting with the City. Prior to the call or meeting, the Contractor will forward, via email, the Contractor's sample implementation plan that details the processes and steps including, but not limited to those processes and steps associated with the configuration, testing, and product/system Acceptance that will be completed during the Project. The key tasks include:

- Formally transition and introduce the Project team and their respective responsibilities.
- Define the success criteria of the City to meet expectations and achieve appropriate outcomes and the metrics in which these will be measured.
- Discuss potential risks/issues based upon the City's and the Contractor's experience.
- Review the Contractor's plan that outlines the processes and steps.
- Establish the Project schedule including, but not limited to:
  - Milestones
  - Dependencies
  - Contingencies
  - Resources
  - Durations

  This schedule will be created by the Contractor and maintained by the City's Project Manager in coordination with the Contractor's and City's Project teams.
- Discuss the Project Communications Plan covering methods used to gather and store Information; limits, if any, on who may give direction and to whom; reporting relationships; list of contact Information; schedule for distribution of Information; weekly status meetings; and a method to update the communications plan as the Project progresses.

E.3.1 Task – Project Kick Off

	City Role	Contractor Role
Steering Committee	• Participate in kick off meeting	
Project Manager	• Review SOW • Coordinate kick off meeting	• Review SOW • Coordinate kick off meeting
Project Team / Implementation Consultant	• Review SOW	• Review SOW • Participate in kick off meeting

	• Participate in kick off meeting	
Subject Matter Expert / Other	• Participate in kick off meeting	

E.3.2 Requirements/Notes

- All Contractor project managers and implementation consultants will become familiar with the contract, SOW, and any applicable City policies.
- The kick off meeting presentation will be a collaborative effort between City and Contractor.
- Contractor will lead development of the kick off presentation (City to provide input) and the kick off presentation will be developed specific to the City project (not a generic kick off PowerPoint template).
- All Key Personnel assigned to the project will be present at the respective phase kick off meeting, assuming that applicable and effective project tasks can occur with subsequent to the kick-off.
- Kick Off meetings will occur prior to the beginning of each phase.

E.3.3 Outcomes/Deliverables

- Deliverables: N/A

- Project Outcomes:
    - Introduction of all key project team members.
    - All project team members understand project and contract requirements.
    - City project team members understand Contractor implementation approach.

E.4 Project Planning

City and Contractor will work to develop customized project plans and implementation management plans that document key project management processes and policies. The project management plans will establish project policies for the duration of the project and be consistent across all phases of the project. Overall project planning will occur at the beginning of the project for all phases and the implementation management plan (DED-1) will be developed to cover all phases. As part of the implementation management plan tasks Contractor will provide change management training as fully described in Appendix 3. The project plan, as defined in Section C.1 will occur in phases

E.4.1 Develop Implementation Management Plans

	City Role	Contractor Role
Steering Committee	• See DED 1	• See DED 1
Project Manager	• See DED 1	• See DED 1
Project Team / Implementation Consultant	• See DED 1	• See DED 1
Subject Matter Expert / Other	• See DED 1	• See DED 1

E.4.2 Develop Project Plan

	City Role	Contractor Role
Steering Committee	• See Section C.1	• See Section C.1
Project Manager	• See Section C.1	• See Section C.1
Project Team / Implementation Consultant	• See Section C.1	• See Section C.1
Subject Matter Expert / Other	• See Section C.1	• See Section C.1

E.4.3 Requirements/Notes

- Project Planning will occur in full during Phase 1. For subsequent phases, the Contractor project manager and City project manager will review plans and make any necessary changes, as applicable.

E.4.4 Outcomes/Deliverables

- Deliverables:
  - Deliverable 1: Implementation Management Plans (DED 1)
  - Deliverable 2: Project Plan/Schedule (DED 2)
  - Deliverable 3: Standard Tyler Munis User Manuals (DED 3)
  - Change Management Plan & Strategy

- Project Outcomes:
  - Project Plan Complete
  - Project Plan Includes Full Scope of Project and is Consistent with SOW Tasks
  - Implementation Plans complete and all project stakeholders understand key project management processes and roles throughout the project.

- Control Point(s):
  - Phase Schedule Accepted

E.5 Structural Foundation

The Structural Foundation includes tasks required to start a Munis implementation.

E.5.1 Chart of Accounts (CoA) design

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Build CoA Spreadsheet • Review and confirm CoA in spreadsheet was loaded correctly • Load converted CoA into Munis	• Discuss CoA options • Facilitate discussions on CoA Best practices • Demonstrate CoA options in Munis • Train City on preparing CoA Spreadsheet

		• Review and validate CoA spreadsheet
Subject Matter Expert / Other		

E.5.2 Software installation

	City Role	Contractor Role
Steering Committee		
Project Manager	• Coordinate software installation activities	• Coordinate software installation activities
Project Team / Implementation Consultant		
Technical Team	• Assist with install	• Install software • Assist with virtualization, load balancing, Java install

E.5.3 Initial System Administration Training.

	City Role	Contractor Role
Steering Committee		
Project Manager	• Schedule training attendees	• Coordinate Training
Project Team / Implementation Consultant	• Attend Training	• Provide Training • Provide training materials/documentation
Subject Matter Expert / Other	• Attend Training (City Technical Team)	

E.5.4 Project Team Overview:

During this step, Contractor will provide City Project Team members an overview on standard functionality and module integration points to better understand the system prior to making any project or business processes decisions.

	City Role	Contractor Role
Steering Committee		
Project Manager	• Schedule training and secure training facilities • Attend scheduled sessions	• Schedule and coordinate • Provide overview system training on standard Munis features • Provide "how-to" documentation for all purchased modules •
Project Team / Implementation Consultant	• Attend sessions	• Provide overview
Subject Matter Expert / Other	• Attend sessions, as necessary	

Tyler University Manager / Tyler Project Manager	• Provide project team login details and curriculum assignments for Tyler University • Ensure users are able to access and enroll in Tyler University courses	• Provide Tyler University user and curriculum requirements Coordinate setup of Tyler University users

E.5.5 Requirements/Notes

- With the exception of project team training, Structural foundation will only occur for Phase 1

Chart of Accounts

- City will complete the Tyler Munis CoA workbook as instructed by Contractor consultants
- Contractor consultants will explain and follow up on any City questions related to most applicable configurations of the CoA.
- Contractor consultants will review all federal, grantor, or other requirements for the City chart of accounts and ensure that the set up will be sufficient to handle any reporting, tracking, or budgeting needs of City.

Installation

- Contractor will install any third party software included as part of the scope of the project phase

System Admin Training

- System admin training will be provided for the City Technical Team and select members of the City Project Team.

Project Team Overview

- Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on Tyler University, the project SharePoint site or linked to our Knowledge Base for easy access by attendees. City will be responsible for printing any necessary documents for the users, as needed.
- Prior to scheduled sessions, all users must have access to the training environment. The users must have logins established and know how to access the training environment.
- Project team members will be setup and enrolled in their respective Tyler University curriculums with enough time to complete prerequisite courses.
- Project Team shall complete all prerequisite Tyler University requirements prior to attending related training sessions.

E.5.6 Outcomes/Deliverables

- Deliverables:
  - N/A

- Project Outcomes:
  - Munis successfully installed and system installation accepted by City
  - Project team members trained on standard Munis features
  - Chart of accounts defined and loaded into Munis.

- Control Point(s):
    - Chart of Accounts Design Acceptance

E.6 Knowledge Transfer

Knowledge transfer for the project includes tasks necessary to, conduct an as-is analysis, provide to-be demonstrations, and document system set-up decisions. As part of the as-is analysis, Contractor will review all in scope items (both functional and organizational) scope to best assess how the City should be configuring Munis. Prior to the project, City completed detailed as-is process maps. Contractor consultants will review all City documentation and be familiar with current processes prior to analysis meetings. As-is analysis is intended to review detailed City needs and how Munis would be configured to meet these needs.

E.6.1 As-Is Analysis

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Complete process questionnaires • Participate in As-Is Sessions	• Review City project documentation • Review as-is process maps • Provide process questionnaires • Conduct analysis of City business processes • Identify detailed configuration requirements • Review inventory of processing, configuration and data flow options
Subject Matter Expert / Other	• Participate in As-Is Sessions	

E.6.2 Data Conversion Analysis

Contractor consultants will complete a data conversion analysis. During the analysis current data systems will be reviewed and consultants will determine with City staff a plan for data conversion. Data conversion plan will include:

- Scope of data conversion
- Level of detail converted
- Historical data converted
- Identification of current data sources
- Strategy and timing for data conversion

Contractor will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Make decisions on data conversion plans • Identify current data to be converted	• Review contracted data conversions • Review current data • Provide recommendations for data conversion
Subject Matter Expert / Other	• Identify current data to be converted	

E.6.3 Security Analysis

Application security needs are defined during analysis. All user access roles and permissions are reviewed and options are discussed and implemented along with their particular module. Contractor will conduct the security analysis for all the types of users being implemented within each phase. As part of the security analysis, Contractor will deliver a security matrix to assist City to identify appropriate permissions and roles needed to meet City business processes.

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Attend meetings • Make security decisions • Document security decisions in security matrix	• Review City business process and facilitate process to define user access roles and permissions • Identify correct Munis security features to match to City business process decisions
Subject Matter Expert / Other		

E.6.4 Workflow Analysis

Workflow business rules are defined during analysis and users will be trained to set up all workflow functionality to accommodate City's business practices. All available workflow options are discussed and implemented along with their particular module analysis and setup training sessions. Contractor will conduct the workflow analysis for all workflows applicable to the modules being implemented and processes decided upon. As part of the workflow analysis, Contractor will deliver a workflow matrix to assist City to identify appropriate workflow roles and processes configurations to meet City business processes.

	City Role	Contractor Role
Steering Committee		
Project Manager		

	City Role	Contractor Role
Project Team / Implementation Consultant	• Attend meetings • Make workflow decisions • Document workflow decisions in workflow matrix	• Review City business process and facilitate process to define new Munis workflows • Identify correct Munis workflow features to match to City business process decisions
Subject Matter Expert / Other		

E.6.5 Custom Interface Analysis

Custom Interfaces involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Munis and a third party system.

So long as the 3rd party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Contractor needs to change any of its formats to meet the needs of 3rd party products, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

Contractor will train on the standard import and export functionality within the contracted modules, as needed.

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Identify requirements for interfaces • Coordinate third party interface needs/development • Document Interface	• Review existing standard interface options within Munis
Subject Matter Expert / Other		

E.6.6 Program Modifications Analysis

Program customizations or modifications ("Program Modifications") require changes or additions in program functionality in order to affect some new, desired result within the Munis programs. No program modifications have been identified and contracted in the scope of this project. Desired changes would follow the process outlined in the Scope/Contract Change Process section.

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• See DED 07	• See DED 07
Subject Matter Expert / Other		

E.6.7 Business Process Analysis

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Participate in best practice discussions • Determine policy & procedure decisions for Munis software • Facilitates discussions of business process change and coordinate additional (non-Contractor) business process discussions	• Lead analysis of possible process changes • Review best practices • Facilitate discussion of best practice recommendations • Demonstrate options for configuration of Munis • Review table and set up options • Review desired changes in business processes and data flows
Subject Matter Expert / Other	• Participate in meetings	

E.6.8 To-Be Decisions

	City Role	Contractor Role
Steering Committee	• Review business process decisions • Make decisions elevated to steering committee	
Project Manager		
Project Team / Implementation Consultant	• Make decisions on business process • Document system design decisions • Develop customized user documentation • Conduct internal meetings to review design decisions for Static Environment Test	• Conduct analysis of desired process changes • Review Flow Charts • Review available options • Review module parameters, code configurations and work flow options • Conduct analysis of set up tables codes and parameters • Review Munis set up options to facilitate to-be decisions • Deliver configuration document citing recommendations for best use of Contractor software options • Prepare System Design Document (DED –5)
Subject Matter Expert / Other		

E.6.9 Requirements/Notes

- All project decisions will be documented in a system design document (DED 5).
- Project decisions and system design documentation will reference the City functional requirements

E.6.10 Outcomes/Deliverables

- Deliverable(s):
  - Data Conversion Plan (DED 4)
  - System Design Document (DED 5)
    - Workflow Matrix
    - Security Matrix
  - Modification Specifications, if applicable (DED 7)

- Project Outcomes:
  - Review and analysis of all City business processes in scope for project
  - City and Contractor review of best practice recommendations and decision on to-be process
  - City makes all necessary business process and configuration decisions
  - Contractor documents all Munis set up decisions in system design document

- Control Point(s):
  - Authorization to Proceed to Static Environment Test

E.7 Static Environment Test (SET)

The Static Environment Test (SET) is designed to test and prove the process decisions made during business process consulting. This test is completed on a clean database with a subset of hand entered (not converted) data provided by City. This ensures that City is familiar with the data being tested and is able to verify the processes as the test is conducted by Contractor staff. After the SET is complete, implementation activities such as conversions, core user training and testing will begin.

For the payroll phase of the project, SET will occur after initial set up table training and training on how to build employees. This will allow City Core Users to view the process using their actual set up and data, and to make process decisions based on the required set up. The first pass of the employee master and deductions may also be done prior to the SET. The Contractor Project Manager will include all activities and their timing in the payroll phase project plan.

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Prepare/gather test data • Review and provide feedback on SET test script • Participate in SET Test Session • Assess project decisions and validate/correct project decisions. • Revise system design document	• Develop SET Test Script (DED 6) • Facilitate and lead SET Test • Document results from SET Test • Re-perform SET Test for any changes to major decisions

	as required. • Re-perform SET Test for any changes to major decisions	• Send forms output data to Tyler Forms team for each form in the scope of the respective Phase.
Subject Matter Expert / Other		

E.7.1 Requirements / Notes

- The Static Environment Test will be used to test business and configuration decisions. After the Static Environment Test, items that City identified as open issues will be re-evaluated, new decisions made, and the items re-tested.
- The Static Environment Tests will be organized by module, but will include all necessary cross module processes so that City can evaluate the integration between modules and its impact on business processes.

E.7.2 Outcomes/Deliverables

- Deliverable(s):
  - Static Environment Test Plan (DED 6)

- Project Outcomes:
  - Major business process and Munis set up decisions are tested and validated.
  - Forms output data sent to Tyler Forms to begin the forms design process
  - City ready to begin full configuration of Munis consistent with DED 5: System design document
- Control Point(s):
  - Authorization to Proceed to Implementation

E.8 Implementation

The implementation process includes table building and setup, data conversion and proofing, forms design and testing, modifications and interface testing, core user training, and parallel processing or process testing.

E.8.1 Table Building and Set Up

Contractor will train City on all system set up tables (codes, global settings, user permissions, etc.). City is responsible for entering codes into the live Munis database, as instructed.

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• City builds Set Up tables • City builds Workflow	• Train City on completion of Set Up Tables according to analysis

		sessions • Train City on Workflow completion
Subject Matter Expert / Other		

E.8.2 Data Conversion and Proofing

Contractor will train City on the use of all programs needed to proof conversion data. That includes maintenance, inquiry, and reporting programs. Contractor will assist City on all initial conversion passes so that City has the necessary knowledge and tools to proof conversion data. City is responsible for proofing conversion data and signing off before the conversions are loaded into LIVE.
Contractor will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• City pulls data from legacy system (-) • City produces balancing reports • City documents and submits needed corrections to conversion	• Train City on methods for validating converted data in Munis
Subject Matter Expert / Other	• City pulls data from legacy system (-) • City produces balancing reports • City is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation • Load all conversion passes as directed by Contractor PM • Contractor will produce an error report outlining errors that result from running City's data through the conversion program. City is responsible for reviewing the report and investigating solutions • City validates converted data using error reports, balancing reports, etc.	• Prepare system parameters and codes to align with data mapping • Write and execute program to convert submitted data according to crosswalk • Through analysis, fields in legacy systems and Munis will be outlined for conversion. Contractor staff will use best efforts to direct City on the legacy source files and desired fields for conversion mapping • Contractor will program conversion programs according to the accepted file submission layout.

E.8.3 Forms Design and Proofing

Using the data extracted during the Static Environment Test process, output data is sent to Contractor's Forms Design team to create proofs for each of the forms in scope for the respective Phase. Contractor's Forms Team merges the data according to the decisions and options from the Forms Kits. The proofs are sent back to City in an iterative process to review for accuracy or report any necessary adjustments. Once Form proofs have has been accepted and forms are loaded on City's server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of SME training so that both the content and process are validated repeatedly.

	City Role	Contractor Role
Steering Committee		
Project Manager	• City accepts form design and authorizes installation	
Project Team / Implementation Consultant	• City fills out Tyler Forms Kits • City validates form design, content and layout • Submit forms to bank for approval.	• Assist in data mapping questions • Assist in issue resolution
Subject Matter Expert / Other		• Tyler Forms creates form designs from City mock-ups • Tyler Forms merges data from To-Be Test with Form designs • Contractor sends form design proofs for review and acceptance • Tyler Forms installs Forms Server on City Forms server • Contractor installs Forms Library on City forms server

E.8.4 Program Modifications/Interfaces

In the event of an approved Scope Change involving a Program modification or interface, Contractor will provide all in scope program modifications and interfaces according to the timelines mutually agreed to and documented on the project plan. Upon receipt of the program modification or interfaces, Contractor consultants will initially test the program modification or interface to ensure it meets the specifications identified in DED 7 and then submit to City for additional testing.

	City Role	Contractor Role
Steering Committee		
Project Manager	• Modification sign off	• Coordinate sign off
Project Team / Implementation Consultant	• City will validate performance of customization through repeated unit testing as well as process testing throughout implementation	
Subject Matter Expert / Other		• Contractor will program changes as outlined in the signed specification

		document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps • Contractor's QA team will test customization within applicable, impacted modules • Contractor will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification • Programs will be developed to import/export Contractor data in format required • A document is created describing the interface and how to utilize it

E.8.5 SME Training

Contractor will train all City SMEs to perform ongoing training of Decentralized End Users. The Contractor Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Contractor Implementation Consultants, City trainees, training room, etc.).

- City Project Manager/Team will be trained according to the schedule developed by the Contractor Project Manager for the Education Plan detailed in the Contractor Implementation Management Plan (DED-01).

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Attend training on completing Trial Run/Parallel processes • Complete Trial Run/Parallel process steps, identify discrepancies and correct	• Perform test of Tyler Forms through process testing and training • Train Project Team Leads/Subject Matter Experts on applicable Munis processing • Train City on completing Trial Run/Parallel processes • Train City on process of printing and testing forms
Subject Matter Expert / Other	• Attend Training • Complete Trial Run/Parallel process steps, identify discrepancies and correct	
Project Team/Change Management Leads	• Attend Change Management Coach sessions	• Deliver Coach Session based on Change Management Strategy

E.8.6 Report Training

Training will be conducted during all phases of the implementation on Contractor reporting. Contractor uses a "train the trainer" approach, which will provide the City Project Team the tools necessary to fully use the Contractor reporting tools and to train additional users on the subject matter as they see fit.

	City Role	Contractor Role
Steering Committee		
Project Manager	• Coordinate report training	
Project Team / Implementation Consultant	• Attend report training	• Conduct report training
Subject Matter Expert / Other	• Attend report training	

E.8.7 Customized Procedural Documents

Contractor's consultants create procedure manuals which document City-specific, step-by-step utilization for the day-to-day use of Contractor's solution. The manuals are specific and customized for each business process in scope, with the exception of general system navigation. Setup table maintenance is documented within these documents if the maintenance of such is required on a regular basis (i.e. one-time setup tables are not part of procedural documentation).

Contractor's consultants author, group and deliver the Customized Procedural Documents for each respective module purchased, including applicable decentralized functions in MS Word. In scope detailed processes covered under this Business Processing Consulting service are listed in Appendix 4.

	County Role	Contractor Role
Project Manager	• Approve or Delegate the approval of Customized Procedure Documents	• Coordination of resources • Ensuring tasks are completed according to project schedule
Project Team / Implementation Consultant	• Review and make recommendations for the Customized Procedure Documents	• Develop Customized Procedure Documents

E.8.8 Requirements / Notes

- **Table Building and Set Up –**
  - All homework tasks will be listed on the project plan

- **Data Conversion -** Contractor makes the following assumptions in providing a fixed-price data conversion approach:

  - Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited files
  - Each legacy system data file submitted for conversion includes all associated records in a single file layout
  - Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
  - Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
  - Conversion validation is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with

data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. City must review and provide authorization to proceed to final conversions before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. This authorization to proceed is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.
    - Contractor will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions.

- **Forms Design**
    - City must receive bank approval for all check forms a minimum of thirty (30) calendar days before live processing. This testing is part of pre-live assessment.
- **Program Modifications/Interfaces**
    - Contractor will provide a separate DED 7 for each contracted program modification
- **SME Training**
    - Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. City will be responsible for printing the necessary documents for the users, as needed.
    - Prior to scheduled training sessions, all users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
    - Navigational Videos - Contractor will provide Knowledgebase URL links to any referenced or required Munis navigational videos to City.

E.8.9 Outcomes/Deliverables

- Deliverable:
    - None

- Project Outcomes:
    - Munis system has been configured to meet the functional requirements, SOW, and System Design Document (DED 5).

- Control Point(s):
    - Authorization to Proceed to Live Preparation

E.9 Live Preparation

This step allows the Project Team to review the status of the project and its readiness to go live on plan. As part of live preparation, City will complete user acceptance testing, end user training, final data conversions, and prepare a pre-live checklist.

E.9.1 User Acceptance Testing

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that user acceptance testing is all performed post end-user training, Contractor supports

incremental user acceptance testing through trial run processing in Financials and parallel processing in Payroll and Human Resources. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the user acceptance testing will expand to include End Users. Once the implementation project is complete, City will have sufficient time as identified in the agreement to conduct full user acceptance testing prior to go-live.

	City Role	Contractor Role
Steering Committee		
Project Manager	• Coordinate User Acceptance Test	
Project Team / Implementation Consultant	• Conduct User Acceptance Test	
Subject Matter Expert / Other		

E.9.2 End User Training

City trainers will provide training to all of City's End Users. City will be responsible for End User Training. *City may record video and audio of the training for use in City training efforts for other users or to train in the future so long as the respective Contractor Consultant is comfortable performing the session and it does not interfere with the session productivity. Contractor staff are not be responsible for operating the recording equipment.*

E.9.3 End User Training

	City Role	Contractor Role
Steering Committee		
Project Manager	• Coordinate all logistics for End User Training	• Provide template training materials and template training agendas
Project Team / Implementation Consultant	• Develop training materials • Train End Users	• Schedule and track completion of training on the project plan
Subject Matter Expert / Other	• Attend Training	

E.9.4 Pre-Live Planning

	City Role	Contractor Role
Steering Committee		
Project Manager	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of City staff to perform live process from training and change management perspective	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of City staff to perform live process from training and change management perspective

Subject Matter Expert / Other	• City performs any desired stress testing	

E.9.5 Final Data Conversions

	City Role	Contractor Role
Steering Committee		
Project Manager	• City ceases activities in applicable legacy applications	
Project Team / Implementation Consultant	• City ceases activities in applicable legacy applications	
Subject Matter Expert / Other	• City ceases activities in applicable legacy applications • City pulls Final Conversion data and submits to Contractor • City validates converted data using error reports, balancing reports, etc. • City accepts final conversions and authorizes them to be loaded in Live Database • Load data into Live environment	• Execute program to convert submitted final data according to crosswalk • Work with City to confirm readiness to load data into Live environment

E.9.6 Requirements / Notes

User Acceptance

- User Acceptance periods will be scheduled in the project plan. Prior to User Acceptance, the system will be configured to meet all functional requirements.

End User Training

- End User Training will occur after User Acceptance is complete.

- Prior to scheduled training sessions, Contractor and City will make sure the following prerequisites are met:
    - Training Database - All users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
    - Contractor will provide interactive eLearnings to City via Tyler University. The eLearnings demonstrate basic functions including: navigation, general concepts and process flow, add/update/output, search, and a common toolbar.

Pre-Live Planning:

- NA

Final Data Conversions

- NA

E.9.7 Outcomes/Deliverables

- Deliverable(s):
  - Pre-Live Checklist (DED 8)

- Project Outcomes:

  - All end-users included in training plan are trained on system and business processes
  - City makes decision to go-live

- Control Point(s):
  - Signoff to Begin Live Processing

E.10 Live Processing

Upon the decision to go-live, Contractor's consultants will assist City users in entering and completing transactions in the Live system as well as troubleshooting assistance for desired setup changes or data conversion issues.

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant		• Provide go-live assistance • Provide setup and data conversion troubleshooting
Subject Matter Expert / Other	• City users utilize Munis for live processing	

E.10.1 Requirements / Notes

- City will track any open issues or new issues through the issues log during Live Processing.

E.10.2 Outcomes/Deliverables

- Deliverable
  - NA

- Project Outcomes:
  - City is using Munis for live processing

E.11 Post Live Process

After City is using the system for live processing, Contractor will provide additional training using actual City-processed data as outlined in the Requirements/Notes. A review of System Design document is done to ensure that the processes put into place using the Munis system are being adhered to, or adjusted as necessary.

City, with input and assistance from Contractor, will be responsible to execute against the post-go-live support plan and provide post go-live support in order to complete the conversion to Munis. This will include functional and technical assistance from Contractor in the following areas, per phase:

- Problem analysis and resolution
- Problem tracking
- Guidance and mentoring to City staff who provide Munis application support functions and user help desk support (problem resolution)
- Respond to help requests and resolve system defects
- Coaching users on use of the new system
- Support and direct assistance for business owner departments (Finance, Procurement, Benefits, Human Resources, Information Technology, etc.)
- Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

	City Role	Contractor Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Review policy and procedure decisions	• On-site to resolve issues • Train City on SSRS Reporting Tools • Facilitate review of policy and produce decisions • Provide training on reconciliation process
Subject Matter Expert / Other	• City users utilize Munis for live processing • Record issues as identified	• Provide custom reports that are in-scope

E.11.1 Requirements / Notes

- Within the proposed go-live and through coordination with City for the post-live plan, Contractor will provide post-go live support after go-live for each project phase.
- Contractor, within the proposed go-live, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period. Such events include, but are not limited to:
    - Fiscal Year End Activities
    - End of Year Payroll and 1099 Activities
    - Benefits Open Enrollment
    - Budget Development
- On-site or scheduled training sessions will be budgeted for and entered into the project plan. Non-scheduled support will also be available through Contractor Technical Support.
- Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional services. Additional assistance beyond that specified here will be considered out of scope and will require a change order.

E.11.2 Outcomes/Deliverables

- Deliverable(s):
    - Lessons Learned (DED 9)

E.12 Phase Closure

This process allows for a formal transition to the Munis support team and a review of the lessons learned during this phase of the project in order to use these lessons on other phases or projects within City or at Contractor. Lessons learned will be gathered and documented at each status meeting, and the final lessons learned document will include the lessons documented throughout the project phase.

	City Role	Contractor Role
Steering Committee	• Grant final acceptance	
Project Manager	• Coordinate final acceptance process • Grant final acceptance for the phase	• Initiate transition to support • Facilitate Lessons Learned discussion and develop lessons learned document
Project Team / Implementation Consultant	• Perform final user acceptance testing • Document issues	• Troubleshoot and resolve issues related to user acceptance testing
Subject Matter Expert / Other		

E.12.1 Requirements / Notes

- Contractor's consultants will perform training on the identified post-live processes.
- City-authorized users shall document and report issues through the provided Contractor support resources

E.12.2 Outcomes/Deliverables

- Project Outcomes:
    - Implemented system and Project satisfy all SOW terms and functional requirements as defined in Appendix 7 – Functional and Technical Requirements
    - Transitioned to Contractor Support
    - Final Acceptance

- Control Point:
    - Acceptance of Project/Phase Closure

Section F: Homework Requirements

The following outlines major expectations, requirements and, activities surrounding the implementation of the Munis solution:

- Contractor will provide in writing to City the trainee prerequisites that must be completed prior to conducting all implementation or training sessions. All prerequisites will be identified on the project plan and communicated to City in agenda's for each implementation or training session.
- Contractor will provide in writing to City project manager after each training or implementation session what tasks that must be completed prior to Contractor personnel returning to the site. These tasks will be shown on the site report after each site visit and posted on the project SharePoint site. All tasks will also be listed on the project plan.
- Homework assignments and tasks will also be listed on the Project Plan along with due date and owner
- Typical homework items are as follows:
    - Complete set up of tables and codes based on training conducted
    - Practice on processes learned
    - Review any delivered documents prior to attending scheduled training session
- Should City not be able to complete communicated prerequisites or tasks, the City project manager is to bring it to the attention of the Contractor Project Manager immediately so that assistance can be offered or scheduling be revised.

Section G: Facility Requirements

The following outlines City's requirements for providing a suitable work location to be used by the project. Work will be performed in the City of Wichita, City Hall, 455 N. Main, Wichita, KS 67202.

- City will provide a room to be used as a training lab for Contractor staff to transfer knowledge to City resources as well as a place for City staff to practice what they have learned.
- The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by City. It is Contractor's recommendation that every person attending a scheduled session with a Contractor Implementer have their own workstation; however, Contractor requires that there be no more than two people at a given workstation.
- A workstation is to consist of a computer that has access to the Munis training/test database and a printer.
- City is to provide a workstation that connects to Munis for the Contractor trainer conducting the session. The computer must be linked to a projector so everyone attending the session is able to follow the information being communicated.
- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
- City is responsible to schedule the training room for the sessions conducted by Contractor staff.
- Should phases overlap, it may be necessary to make multiple training facilities available.

Section H: Appendix

Appendix 1: Deliverable Expectation Document

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions.

Deliverable Number: DED-1 (1-1)	
Deliverable Name: Implementation Management Plans	**Phase:** CROSS ALL PHASES
Objective: To provide procedures for project management and managing changes to the project scope, schedule or budget.	
Scope: Customized management plans to reflect City's specific project approach. Management plans will document specific project management processes that are agreed upon between City and Contractor project manager. As part of project planning, the Contractor project manager will review the SOW and contract with City. The management plan will include all information and procedures for all phases of the project.	
Format: Microsoft Word	
Outline: ***Resource Management Plan*** • Identify Contractor resources on project and specific roles/tasks for the project • Identify City resources and what meetings/roles/tasks each needs to be included on • Determine method for identifying/communicating on-site resources ***Communication Management Plan*** • Definition of Project Communications • Communication Methods, including Escalation Matrices • Key Stakeholders / Audiences for Each Communication • Frequency of Communications • Roles and Responsibilities ***Risk Management Plan*** • Definition of Risks • Risk Assessment Methodology • Risk Documentation ***Quality/Testing Management Plan*** • Testing Process • Testing Criteria • Process for Resolving Testing Issues • Quality Review Process / Deliverable Quality Review • Overall Project Quality Standards ***Schedule Management Plan*** • Identify process for making adjustments to schedule ***Change Management Plan*** • Develop Change Management Strategy • Identification of project concerns, risks and issues	

Deliverable Number: DED-1 (1-1)

- Determine the types, frequency and delivery of communications
- Identify City resources and what meetings/roles/tasks each needs to be included on

Education Management Plan

- Software/Hardware
  - How many databases will be utilized?
  - Will we establish a Financials Training environment separate from Payroll?
  - Who will refresh the training database?
  - Will a second server be utilized?

- Facilities
  - How many training rooms will be utilized?
  - Where are the training rooms?
  - How many workstations will be in each training room?
  - How many printers will be in each training room?
  - Other training room requirements (white board, phone, etc.)
  - Who will schedule the training room?

- Staff
  - How many students per teacher?
  - How many students per workstation?
  - What are the hours of training?
  - Who will be trained on each Munis application?
  - Who will take attendance?
  - Will management be present for each session?
  - Who will train the end-users Munis versus Project Team Leads)?

- Schedule
  - Who will determine the exact days for training?
  - Who will notify staff members?
  - How far in advance will the training schedule be built?

- Quality Control
  - How will City determine if attendees have learned required training outcomes?
  - How will follow up training be administered?

City Role:

- Attend project planning sessions scheduled by Contractor
- All project team members will participate in the development of these plans.

Contractor Role:

- Contractor will lead development of the plans and will have responsibility for documenting all decisions as part of the deliverable.

Acceptance Criteria:

- City project team has read, understands, and agrees with the procedures and schedules within the Implementation Management Plan
- The deliverable contains all the components specified in the Outline of this DED and the SOW

Deliverable Number: DED-1 (1-1)
• The respective Contractor and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-02 (1-2, 2-2)	
Deliverable Name: Project Plan / Schedule	**Phase:** ALL
Objective: Task list with owners and due dates for successful completion of the project.	
Scope: See SOW Section C.1	
Format: Initially developed and maintained on the Project SharePoint site. Contractor is currently testing the use and integration of MS Project with SharePoint. If the testing is complete and successful during City's implementation, Contractor will consider the transition of this deliverable to be in MS Project.	
Outline: The project plan will follow the Contractor Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, Deliverables, Control Points, review/acceptance periods, and other key project events.	
City Role: • Review project plan • Contribute information necessary to complete and maintain project plan	
Contractor Role: • Provide initial on-site and remote session schedule to City for approval • Create project plan • Post project plan to Project SharePoint site	
Acceptance Criteria: • The City signs off on the project plan and schedule • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Contractor and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-03 (1-3, 2-3)	
Deliverable Name: User Manuals	**Phase:** 1,2
Objective: Provide documentation on standard Munis functions	
Scope: Comprehensive user manuals for all Contractor modules purchased.	
Format: MS Word	
Outline: • Overview of module • Detailed description of how to generally complete tasks in Munis	

Deliverable Number: DED-03 (1-3, 2-3)
• Identification of options, fields, and functions built into the Munis software.
City Role: • Review User Materials • Update materials with City-specific steps and processes
Contractor Role: • Provide training manuals on SharePoint.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The training materials will be updated to reflect current features and functions in the software version that City is implementing. • The respective Contractor and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-04 (1-4, 2-4)	
Deliverable Name: Data Conversion Plan	**Phase:** 1,2
Objective: Document conversion option decisions, timelines, tasks and validation methods.	
Scope: All conversions listed in Section A.5 that City chooses to convert. As analysis sessions occur, the plan will be updated with scope of conversions, years of history, and fields to convert.	
Format: MS Excel	
Outline: • Conversion options to be exercised • Conversion options not to be completed, with description of change order action • Timelines for each conversion option • Reports and data validation recommendations	
City Role: • Attend conversion and applicable module analysis sessions • Participate in planning discussions • Review and accept the conversion plan	
Contractor Role: • Provide conversion analysis • Provide conversion specifications and guidelines • Provide guidance on proofing methods and tools • Create and provide the conversion plan	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Contractor and City project team members have resolved all material content and/or quality issues. • Data has been proofed and accepted in a test environment by the City. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-05 (1-5, 2-5)	
Deliverable Name: System Design Document	**Phase:** 1, 2
Objective: To document the decisions and processes resulting from analysis and identify how City will use the Munis system.	
Scope: Detailed review of each in scope functional area, module, and business process to identify the current needs, business process requirements, business process and Munis configuration decisions, and detailed set-up notes for how Munis will be used. The document is to contain workflow, and security information where applicable.	
Format: MS Word and/or MS Excel	
Sample Outline: **Current Needs:** • Identification of current process • Analysis of Munis fit/gap **City Decision Making:** • Process Decisions • Munis Considerations • Follow Up Items **Detailed Munis set-up considerations** • Munis set up details • Modifications • Interfaces **Other Information** • Workflow Details • Security Details	
City Role: • Participate in all meetings and make decisions • Review the documents provided by the Contractor project team • Identify any discrepancies • Ask for clarification from the Contractor team, if necessary	
Contractor Role: • Complete deliverable documenting decisions and Munis details • Post the analysis notes on the Project SharePoint site • Update deliverable based on feedback from the City	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED • The respective Contractor and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-06 (1-6, 2-6)	
Deliverable Name: Static Environment Test (SET) Plan	**Phase:** 1,2
Objective: Prepare the test script based on City's process and set up decisions through As Is and To Be analysis.	
Scope: Contractor will lead City in the step by step testing of City business process decisions built into the functionality of Munis. This test will enable City to see the way the system functions using their own data and business processes. Focus will be on helping City understand the impact the desired business processes will have on the way the system functions and the impact of the system on City business process decisions. The SET Test Plan will contain detailed testing scripts to test City business processes.	
Format: MS Word document	
Outline: • Detailed test scripts by business process for each functional area/module in scope for the project.	
City Role: • Review the SET plan • Provide feedback for additional processes to be tested	
Contractor Role: • Develop SET plan • Modify SET plan prior to testing based on City feedback	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Contractor and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-07 (1-7, 2-7)	
Deliverable Name: Program Modification / Interface Design Specifications	**Phase:** 1,2 (if applicable)
Objective: Review and understand City requirements for the customizations and interfaces. Specification will contain a description and details of the intended program modifications and custom interfaces to be delivered to address the contract item – this document identifies exactly where and how the application programs will be changed.	
Scope: Any Program Modifications and Interfaces added to the scope via an approved Scope Change.	
Format: Word document to detail design specifications	
Outline: Word document provided by Development that will describe the proposed functionality desired by City.	
City Role: • City provides business practices and/or mandates that drive the need for the modification. • City reviews the design specification with Development and Implementation.	

Deliverable Number: DED-07 (1-7, 2-7)
• City signs off on final design specification.
Contractor Role: • Development obtains City's business practices and/or mandates that drive the need for the modification. • Development may suggest existing functionality to achieve the desired results. Implementation will provide relevant details for the City's suggested future Munis business practices. • Development creates the design specification for the modification. • Development and Implementation review the design specification with the City. • Development updates the design specification with any requested changes, if applicable. • Implementation PM makes adjustments to the modification task dates in the project plan, as necessary. • Development obtains City sign-off of the design specifications. Modify specifications if required after development of modification.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED • The respective Contractor and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-08 (1-8, 2-8)	
Deliverable Name: Pre-Live Checklist	**Phase:** 1,2
Objective: Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	
Scope: Implementation will provide the City with a checklist of items needed to be completed for Go-Live	
Format: MS Excel	
Outline: Sample activities from a Payroll Go-Live Checklist: • Separation of duties between Payroll and HR determined and tested • Validate process of starting a payroll, switch T & A users • Review Dept. Time & Attendance process, proof reports • Verify GL Distribution Posting correctly- Finance Dept. approval • Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users Checklist columns: • Item ID • Activity	

Deliverable Number: DED-08 (1-8, 2-8)
• Owner • Date Verified • City Approval (initials) • Notes/Comments
City Role: • Review and complete the list of items required for go-live.
Contractor Role: • Provide City with a list of items required for completion for the go-live, by phase.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Contractor and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-09 (1-9, 2-9)	
Deliverable Name: Lessons Learned Document	**Phase:** 1,2
Objective: Document lessons learned to apply to future phases/projects	
Scope: All lessons learned specific to Munis implementation	
Format: MS Excel	
Outline: • ID • Date • Title • Phase • Lesson Value • Description and Impact • Recommendation(s) • Contact	
City Role: • Gather feedback • Participate in lessons learned session • Document and archive lessons learned	
Contractor Role: • Lead lessons learned session • Develop after action Change Management review plan for subsequent phases • Archive lessons learned	
Acceptance Criteria:	

Deliverable Number: DED-09 (1-9, 2-9)
• The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Contractor and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Appendix 2: Hardware Requirements

The following outlines a server infrastructure required for a Munis software implementation sized between 250 and 500 concurrent Munis users. At this size, Tyler recommends separate infrastructure for non-production environments (e.g. Train, Test). A Fiber channel/10Gbps iSCSI SAN or direct attached storage RAID 10 is highly recommended.

Production

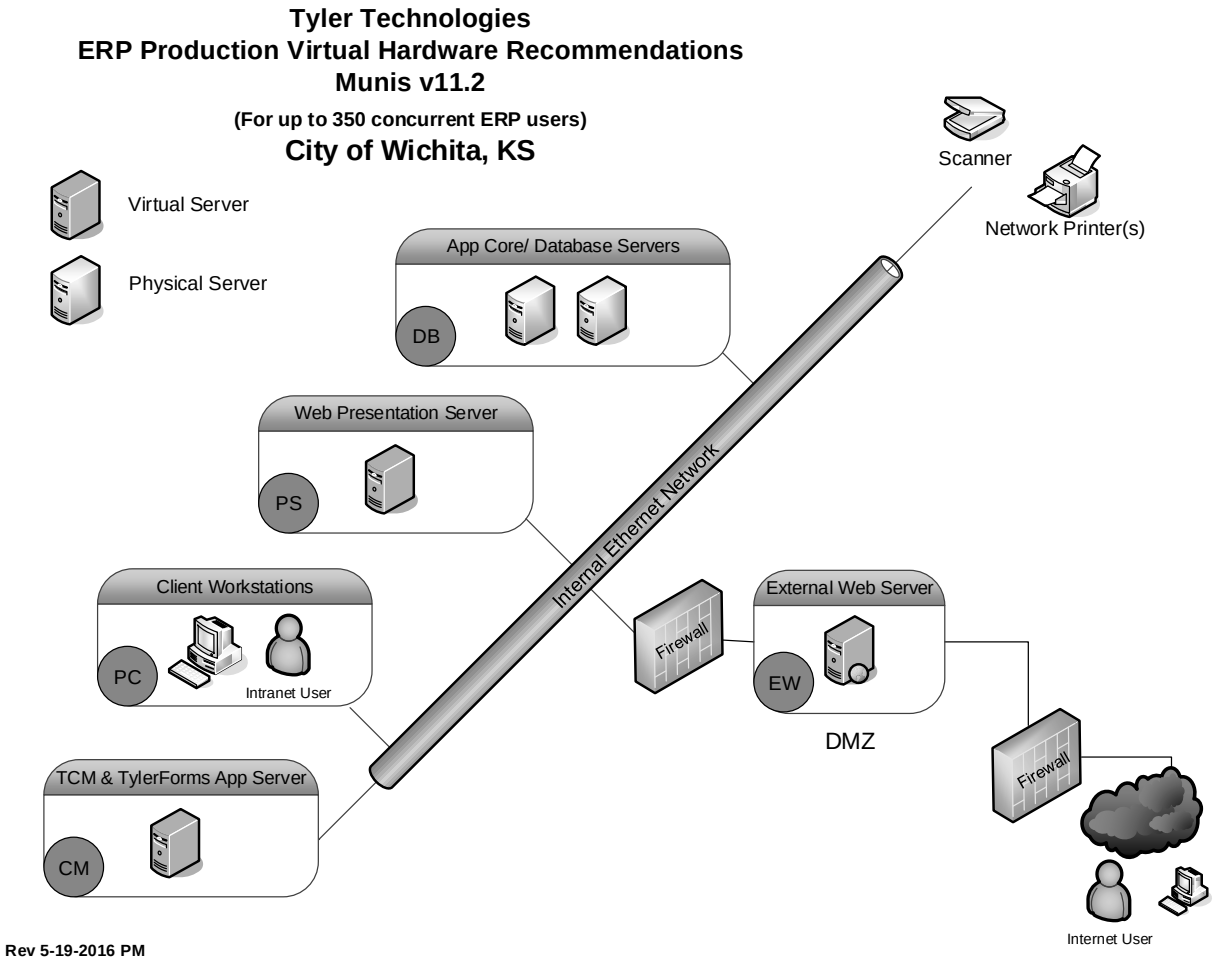
Server Function	Qty	CPU	RAM	Storage	Software
Tyler Core Applications / Database[1]* Physical	2	2 x 2.4Ghz 4 Core+	64GB	1TB - 2TB each^ 4-73GB SAS 15K RAID 10 146 GB C: OS 4-300GB SAS 15K RAID 10 600GB D: TempDB & Logs 8-300/600GB SAS 15K RAID 10 1.5-3.5TB F: Data	Windows Server 2012 R2 Standard SQL Server 2014 Enterprise Munis Core Application Components ^Using SSD storage can significantly improve database performance. Most servers can now be configured with SSD storage for all data storage. At the very least, consider using high performance PCIe SSD card for the TempDB/Buffer Pool Cache instead of a RAID array.
Web Presentation*	1	4 vCPUs	32GB	300GB RAID 10 100GB C: OS 200GB D: Web Components	Windows Server 2012 R2 Standard SharePoint 2013 Foundation Munis Web Front End components
Content Management & Forms Output*	1	6 vCPUs	32GB	300GB RAID 10 100GB C: OS Drive 200GB D: TCM & TylerForms	Windows Server 2012 R2 Standard Tyler Content Manager App components TylerForms Output Processor components
External Web*	1	2 vCPUs	18GB	100GB RAID 1 100GB C: OS & Web content	Windows Server 2012 R2 Standard Munis Self Service “DMZ” Web applications

Non-Production

Server Function	Qty	CPU	RAM	Storage	Software
Tyler Core Applications/ Database*	1	4 vCPU	32GB	1TB to 2TB	Windows Server 2012 R2 Standard SQL Server 2014 Enterprise Munis Core Application Components
Web Presentation*	1	2 vCPUs	24GB	300GB	Windows Server 2012 R2 Standard SharePoint 2013 Foundation Munis Web Front End components
Content Management Forms Output*	1	4 vCPUs	24GB	300GB	Windows Server 2012 R2 Standard Tyler Content Manager App components TylerForms Output Processor components
Web*	1	2 vCPUs	12GB	100GB	Windows Server 2012 R2 Standard Munis Self Service Web applications

[1] SQL Server Enterprise Edition is required for load balancing/high-availability configurations using AlwaysOn Availability Groups in addition to other advanced RDBMS configurations.

*All Servers require a 1024-bit SSL Certificate. Wild Card certificates from External CA are recommended. Internal CA and self -signed certificates are supported.



Network Requirements

Overview

Tyler applications communicate over TCP/IP and a network infrastructure of 10/100 Mbps between workstation and server and gigabit (1000 Mbps) connections between on-premises servers is highly recommended.

On-premises installations require external web servers reside in a Firewall DMZ. On-premises clients must obtain a 1024-bit (minimum) SSL certificate for all web and application servers to encrypt all traffic over HTTPS between the server and end users.

Bandwidth

Bandwidth usage can vary depending on application user type and their daily functions. Based on benchmarks through Tyler's SaaS data center and Test Lab, Tyler recommends the following bandwidth requirements:

Client to Server:

- Minimum: Mobile broadband
- Recommended: 10/100 Mbps
- 20-25 Kbps per concurrent user session

Server to Server (on-premises only):

- 1GBps network connection

Server to Disk Subsystem (on-premises only):

- Environments up to 250 concurrent users: iSCSI
- Environments over 250 concurrent users: Fiber

Tyler highly recommends sites with many anticipated remote users request a bandwidth utilization report for at least 1 month of recent usage from their ISP to ensure they have sufficient bandwidth available to meet these requirements, especially those considering Tyler SaaS Hosting.

Remote access options for on-premises installations such as Remote Desktop Services (RDS), RemoteApp and Citrix are supported and recommended for low bandwidth environments.

Microsoft Active Directory (on-premises only)

Microsoft Active Directory is required for authentication with Tyler back office applications. All Tyler servers must be a member of a domain that includes Active Directory user accounts for all back office users. All workstations used to access back office applications must also be a member of the same domain to ensure an optimum end-user experience with Single Sign-On capability. Active Directory configuration and administration is the sole responsibility of the client and must be configured prior to

installation of Tyler servers. Munis Self Service users do not require Active Directory accounts or access from workstations that are members of the domain.

Please consult Tyler's Installation Department to discuss using Tyler applications in advanced Active Directory environments.

Email Server Integration

An SMTP email server is required for sending notifications. While any email server can be used for email notifications, Microsoft Exchange is required for the following advanced functionality:

- Automated scheduling in areas such as Scheduler Central for Munis Permitting, Munis Work Orders and Munis Utility Service Orders, and Munis Work Order Facilities room reservations
- Automated archiving of emails initiated from Munis to Tyler Content Manager
- Appointment creation on records directly from Munis
- Munis Dashboard Web Parts for Outlook Email, Outlook Calendar, Outlook Tasks and Outlook Contacts

SSL Certificates

For all new server installations of Munis 11.2.0, Tyler is requiring the use of SSL Certificates for all Munis application servers. A SSL certificate ensures network traffic is encrypted and secured. Not implementing a SSL certificate may allow passwords and other sensitive information to be transmitted in clear text across the network.

End-user Requirements

Microsoft Windows Workstations

	Minimum[1]	Recommended
Operating System	Windows 7 (32-bit)	Windows 8.1 or 10 (64-bit)
Memory	2 GB	4+ GB
Disk Space	50 MB	100 MB
Screen Resolution	1024 x 768	1280 x 800

Required PC Software / Components:

- Microsoft .NET Framework v4.5.1[2]
- Microsoft Silverlight 5.1 [3]
- Java Runtime Environment (JRE) 8[4]

Supported Windows Workstation Web Browsers

- 32-bit Microsoft Internet Explorer 11
- 32-bit Google Chrome version 31 or higher[5]

Supported Microsoft Office for Windows[6]

- 32-bit Microsoft Office 2016
- 32-bit Microsoft Office 2013
- 32-bit Microsoft Office 2010

[1] Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PC's that meet (or exceed) the 'recommended' hardware configuration.

[2] Required for Tyler Cashiering only.

[3] In Munis Version 11, Tyler started the migration of using Microsoft Silverlight with Munis applications to HTML5. As of Munis Version 11.2, most Munis applications have been migrated to HTML5 with only select functionality requires Microsoft Silverlight.

[4] Required for select Tyler Content Manager advanced functionality only.

[5] Microsoft Silverlight browser add-in is required for select Munis applications. In April 2015 Google Chrome removed support for Microsoft Silverlight. Users requiring access to Silverlight applications must use Microsoft Internet Explorer.

[6] Office 365 supported, but requires Office desktop client.

[7] Excel and Word export supported only. Office client add-ins are not supported.

.

Apple Mac OS Workstations

	Minimum[1]	Recommended
Operating System	Mac OS X 10.9 (64-bit)	Mac OS X 10.11+ (64-bit)
Processor	1.8 Ghz Intel	2.5+ Ghz Intel
Memory	2 GB	4+ GB
Disk Space	50 MB	100 MB
Screen Resolution	1024 x 768	1280 x 800

Required Mac Software / Components:

- Microsoft Silverlight 5.1[2]

Supported Mac Workstation Web Browsers[3]

- 32-bit Apple Safari 8.0 or higher (with auto-updates enabled)
- 32-bit Apple Safari 9.0 or higher (with auto-updates enabled)

Supported Microsoft Office for Mac

- 32-bit Microsoft Office for Mac 2016
- 32-bit Microsoft Office for Mac 2011

Mac OS Limitations

Tyler Munis ERP is fully supported on Mac OS X with the following exceptions. This functionality can be obtained using alternative solutions such as RDS to a Windows environment or "Windows on Mac" virtualization (e.g. Parallels Desktop for Mac, VMware Fusion).

- Microsoft Office for Mac does not support connections to SQL OLAP cubes. Due to this Microsoft limitation, Mac users cannot access Tyler Cubes.
- Munis Next Year Budget Entry (NYBE) for Excel is a Microsoft Excel add-on is one of several ways users can input and maintain information related to next year budget entry. This add-on is only available for Microsoft Office (2010 and higher) on Windows platforms.
- Tyler Reporting Services / SQL Server Reporting Services reports cannot be created or modified.
- Advanced Tyler Content Manager functionality such as batch document scanning.

[1] Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PC's that meet (or exceed) the 'recommended' hardware configuration.

[2] With Munis Version 11, Tyler started the migration of Munis applications from Microsoft Silverlight to HTML5. As of Munis Version 11.2, select Munis applications require Microsoft Silverlight.

[3] For optimal user experience, Tyler highly recommends all Mac workstations used for back office access (non Self Service) are members of the same Active Directory domain as Tyler servers or configured with Microsoft Forefront. Workstations configured in this manner ensures single sign-on to all back office applications.

Mobile Devices

Application	Any Mobile Device[1]	Windows Tablet	Windows Phone	Apple iPad	Apple iPhone
Munis Application Suite[2]	X	X		X	
Employee Time Off Approvals	X	X	X	X	X
Munis Field Inspector		X	X		
Munis Self Service	X	X		X	
Munis Workflow	X	X	X	X	X
Munis Work Orders		X			

[1] Not all devices tested regularly.
[2] HTML5 applications only; requires browser with HTML5 support. Some applications may require remote access configuration by the client.

Appendix 3: Change Management Approach

Executive Summary

Contractor Change Management Self Service Solution is a service based on The Change Management Learning Center© and the Prosci© Research Institute Certification Program. The Contractor methodology utilizes a three stage approach to successfully manage change. In the best case scenario, the entry point for Change Management is at project inception; allowing for the blending of Change Management methodologies/strategies/activities within the project plan.

Contractor Change Management Self Service Solution begins with one onsite visit by the Contractor Change Management Facilitator. This visit is to introduce the concepts of change management, hold a change management coach seminar for the project team and managers/supervisors of impacted employees and introduce the Change Management Self Service Deliverables to the City Project Manager.

Summary of Project Approach

Our project approach is practical and disciplined, incorporating City input throughout the entire life cycle on assessments, scope, findings, recommendations and plans.

The City Project Manager will leverage Change Management best practices while adopting them to City's needs and culture.

The goal is to insure that City realizes the return on investment for this project and that the Change Management expectations are exceeded.

We leverage our City Engagement Process, which provides the foundation for all project communications. Those components include:

- A Review of Tasks, Responsibilities and expected Deliverables during the onsite consultant visit
- Identification of Project Concerns, Risks and Issues during the onsite consultant visit

Review of Contractor Change Management Self Service Solution Roles and Responsibilities

- Contractor Change Management will provide the Change Management Self Service Strategy to the City Project Manager and Change Management Functional Lead
- Contractor Change Management Self Service Solution will provide a certified Change Management Facilitator (Prosci©) for one onsite visit to review the Change Management Self Service Solution Strategies and Plans
- Contractor Change Management will accurately and expediently report all charges and expenses incurred during the onsite visit
- Contractor Change Management will schedule ten hours of evaluation conference calls to review Change Management progress during the project with the Change Management Functional Lead

Review of City Roles and Responsibilities

- City will provide Contractor Change Management with appropriate access to the facilities and personnel of the City
- An appropriate workspace will be provided to Contractor Change Management to use while working with City

- City is responsible for the execution of Change Management strategies and plans within the organization
- City will name a change management functional lead to the project team to own and execute the change management deliverables.

Distinctive Aspects of this Proposal

DISCOVERY: PREPARING FOR CHANGE:

Phase I: Preparing for change includes activities to prepare the City Project Manager Change Management Functional Lead and Project Team for Change Management, to enable the Sponsors to support the change and to help the City Project Manager, Change Management Functional Lead and Project Team architect a high-level Change Management strategy.

Phase I should begin at project inception:

- The City CMFL will be provided with links to on-line survey tools that will:
  - Identify the change characteristics of City
  - Assess the City's change capacity
  - Assess the Impact Index by group
  - Assess City readiness by group

- The results of these surveys will be used to define a high-level Change Management Strategy by the Contractor Change Management Facilitator

- The City Project Manager will collaborate to
  - Define a CM Functional Lead before the Contractor onsite visit

- The City Project Manager will develop a Sponsorship Model by
  - Identifying sponsors and stakeholders
  - Assessing sponsor competencies
  - Preparing sponsors to support the change

MANAGING THE CHANGE PROCESS:

Phase II: Managing Change includes the design of the City's Change Management plans and activities, and the implementation of these plans throughout the organization by the City Project Manager and the Project Team/Change Management Functional Lead. The City's Change Management plans and activities will be customized based on the characteristics of the change and the unique attributes of the City discovered in Phase I.

The City Project Manager and the Project Team/Change Management Functional Lead will understand and use the Change Management Model as a framework to execute the Change Management strategies and to assess the effectiveness of the Change Management plans. The Change Management Model enables the City Project Manager and Project Team/Change Management Functional Lead to create communication strategies, sponsorship programs and resistance management plans to achieve the desired business results when managing the people side of change.

Phase II: Managing the Change Process activities should be scheduled before the "go-live" date for the project.

The City Project Manager and Project Team/Change Management Functional Lead will develop the following Change Management Plans

- Communication strategies
  - It will be the responsibility of the Project Team/Communication Lead to carry out the communication strategy and plans.
- Coaching
  - The Contractor Change Management Facilitator will provide change management coach sessions
    - Change Management Coach methodology
    - Why humans resist change
    - Contractor Model for change
    - Resistance: recognition and mitigation
  - The Project Team, Functional Leads and Manager/Supervisor of impacted employees will be trained as Change Management Coaches to understand the importance of coaching and supporting end-users through a project change
- Executive Playbook
  - The Change Management Facilitator will provide the Executive Playbook template to the City Project Manager
  - The City Project Manager will work with the Sponsor(s) to provide them with an understanding of the responsibility and the role they will play during the Project
  - It is the responsibility of the City Project Manager to insure that the Sponsor (s) carry out the executive playbook plan
- Resistance Management
  - The Change Management Facilitator will provide the Resistance Management template to the City Project Manager
  - The City Project Manager and Project Team/Change Management Coach Functional Lead will learn and understand Resistance Management during the Coach Session
  - It is the responsibility of the City Project Manager and Project Team/Change Management Functional Lead to use this template to manage and/or overcome resistance to the change; before, during and after project completion

REINFORCING TO SUSTAIN:

Phase III: Reinforcing Change includes the analysis of the results of the City's Change Management activities and the implementation of corrective action. This focus area includes celebrating early successes and auditing compliance with the project change.

Phase III: Reinforcing Change activities should be in place before and after the go-live date. The final component of a good change management program is reinforcing the change. The City Project Manager and Project Team/Change Management Functional Lead will understand these components of reinforcing change:

- collect and analyzing feedback
- diagnose gaps and managing resistance

- implement corrective action and celebrate successes

Maintaining a results orientation will be critical to the City success. Simply doing change management activities is not enough. You must evaluate the results of these activities, determine the root cause of any gaps and implement corrective action.

Celebrating success, especially early in the project, is vital for building momentum and creating an environment where success is rewarded in the organization.

Deliverables
This engagement is focused specifically to provide City with the Change Management Self Service Change Management strategies and plans during two day(s) of onsite consulting.

Contractor Change Management will host ten hours of evaluation conference calls to review Change Management progress during the project.

Contractor Responsibilities
Contractor Change Management Self Service Solution is responsible to provide City the following:

1. Two days of onsite consultation with the City Project Manager and delivery of the Change Management Strategies.
2. Contractor Change Management will schedule ten hours of evaluation conference calls to review Change Management progress during the project.

City's Responsibilities
Prior to the delivery of any services defined in this Statement of Work, City will designate a person as Change Management Functional Lead. The CMFL will be the person to whom all Contractor Change Management Self Service Solution communications will be addressed and who has the authority to act for City in all aspects of the project.

The CMFL's responsibilities will include:

3. Serve as the interface between Contractor Change Management Self Service Solution and City
4. The CMFL owns the execution of the Change Management plans and activities.
5. CMFL will:
   - Identify, schedule and confirm availability of support staff and management for training and meetings.
   - Schedule meeting rooms as necessary, per agenda.

Appendix 4: Detailed Processes Covered in the Business Process Consulting

The following represents a listing of the in-scope processes that will be covered under the Business Process Consulting Service. Setup and code tables are not included as part of the Business Process Consulting Service. Some processes below may not be included if it is mutually determined in the analysis that a particular process will not be utilized.

*DCT indicates this document could also be used for decentralized end user training

- **General Topics for all Modules**
  - Navigation (DCT)
  - Munis Office & Saved Reports (DCT)
  - Dashboard (DCT)
  - Tyler Content Manager (DCT)
- **General Ledger**
  - Adding a New Account
  - General Journal Entry
  - Recurring General Journal Entry
  - General Journal Approvals
  - Account Trial Balance Report
  - GL Account Inquiry (DCT)
  - YTD Budget Report (DCT)
  - Periodic Processing, including
    - Month End Processing
    - Year End Processing
  - Import GL Journals
- **Purchasing & Requisitions**
  - Overall Purchasing Process
    - Year End Carry Forward Balances
  - Vendor Maintenance
  - Requisition Entry (DCT)
  - Attaching Documentation (DCT)
  - Requisition Approval (DCT)
  - Requisition Conversion to PO
  - PO Entry Proof
  - PO Approvals (DCT)
  - PO Receiving (DCT)
  - Print PO's
  - PO Maintenance
  - PO Reports (DCT)
- **Accounts Payable**
  - Overall AP Process
  - Vendor Maintenance

- Invoice Entry /Proof (DCT)
- Recurring Invoice Entry
- Scanning and Attaching Invoices using Bar Codes
- Invoice Approvals (DCT)
- Post Invoices
- Check Run Process (Select Items to Be Paid, Print Checks, Cash Disbursement Journal)
- EFT Processing
- Create Positive Pay File for bank
- Void Check Process
- Invoice Maintenance
- Retainage Processing
- Check Reconciliation
- AP Reports (DCT)
- Vendor Central (DCT)

- **Budget**
  - Overall Budget Process
  - Define/Start Budget Projection
  - NY Budget Entry (DCT)
  - NY Budget Reports (DCT)
  - Roll/Factor/Merge Budget Projection
  - Next Year Budget Detail Approval (DCT)
  - Budget Transfer and Amendments (DCT)
  - Budget Transfer and Amendments Approvals (DCT)

- **Project/Grant Accounting**
  - Overall Project and Grant Accounting Process
    - Carry forward of prior year remaining project budget
  - Creation of Project and Grant
  - Reimbursement and Indirect Cost Process
  - Using Project Ledger
  - Project Reports (DCT)

- **Contract Management**
  - Overall Contract Process
  - Contract Entry (DCT)
  - Contract Maintenance
  - Attaching Documentation (DCT)
  - Contract Approvals (DCT)

- **Bid Management**
  - Overall Bid Process
  - Bid Entry (DCT)
  - Bid Maintenance

    - Attaching Documentation (DCT)

- **AR Miscellaneous Cash**
    - Overall Miscellaneous Cash Process
    - Payment Entry (DCT)
    - Applying a Payment to a General Bill (DCT)
    - Payment Post
    - Payment Reversals
    - Apply NSF Fee
    - Print NSF Notices
    - AR Reports (DCT)

- **General Billing**
    - Overall GB Process
    - Customer File (DCT)
    - Invoice Processing (DCT)
    - Recurring Invoice (DCT)
    - Invoice Approval (DCT)
    - Employee Insurance Bills
    - Assess Late Fees
    - Print Bills and Statements
    - Reports (DCT)

- **Fixed Assets**
    - Overall Fixed Asset Process
    - Adding/Importing a new asset
    - Posting Fixed Assets
    - Adjusting, Transferring and Retiring Assets
    - Depreciating Assets
    - Periodic Processing
    - Inquiry & Reports
    - GASB 34 Process Overview

- **Cash Management**
    - Interest Allocation
    - Cash Flow
    - Bank Reconciliation
    - Reports

- **Payroll**
    - Overall Salary & Benefit Projections Processing
        - Projection Start & Status
        - Projection Processing
        - Projection Pay Types
        - Projection Job Class

        - Projection Salary Tables
        - Projection Position Control
        - Projection Allocation Maintenance
        - Projection Employee Master
        - Projection Employee Job/Salary
        - Projection Employee Deductions/Benefits
        - Projection Contract Increases
        - Projection Step Increases
        - Projection Longevity Report
        - Projection Salary Calculate
        - Projection Benefit Calculate
        - Post Projection Data to Budget
        - Update Live Position Control
    - Overall Payroll Process
        - PR Start & Status
        - Time Entry (DCT)
        - Time Entry Approval (DCT)
        - Time Entry Import to PR
        - Void Payroll
        - Misc. Payroll
        - Payroll Vendor Processing
    - Overall HR Process
        - Employee Certifications
        - Employee Evaluations
        - Case Management
        - Training Courses
        - Employee Training
        - Training Forecast Report
        - Training Hours Completed Report
    - Overall Personnel Actions Process
        - Actions Entry (DCT)
        - Personnel Actions Setup
        - Rapid Entry
        - Condensed Pending Master File
        - Actions Inquiry (DCT)

- **HR Benefits Enrollment**
    - Overall Open Enrollment Process
    - Overall Life Event/New Hire Enrollment
    - Benefit Election Setup
    - Online Benefit Enrollment
    - Election Approval and Posting Process
    - 834 File layout and setup

- **Applicant Tracking**
    - Overall Applicant Tracking Process
    - Applicant Processing Setup
    - Applicant Review
    - Applicant Master
    - Pending Applicants
- **Professional Development**
    - Overall Professional Development Process
    - PD Career Tracks
    - PD Development Status

Appendix 5: Interface Requirements

City of Wichita

Tyler Munis Interface Requirements

Current as of May 31, 2016

Wichita's RFP Language	Tyler's Initial Response	Imp/Exp and Type	Appendix D Line No	Wichita's Anticipated Strategy
Ability to load records of cleared checks to accounting	via check Reconciliation import, may require custom format	I Other	5	Customization required to accommodate Wichita's bank. PR & AP
Ability to automate airport journaling transactions	via general journal entry/import	I Journal	6, 7, 8	Reconfig Excel-->Journal
Ability to record Century II revenue	via misc. cash receipt entry/import	I Revenue	9	Reconfig Excel-->Journal
Ability to record Century II ticketing revenue	via misc. cash receipt entry/import	I Revenue	10	Ticketing vendor will write misc cash interface
Ability to automate water capital journaling transactions	via general journal entry/import	I Journal+	11, 12, 13	Custom effort per Import/Export Scope
Ability to record revenue offset to Cow-P auto water billings (above)	via misc. cash receipt entry/import	I Revenue	14	Energy cap will write misc cash interface
Ability to record office supply expense	via fully integrated Munis ERP solution	I Journal	15	Reconfig Excel-->Journal
Ability to record postage billing	via general billing entry/import	I Journal	16	Reconfig Excel-->Journal
Ability to record credit card expense/offset to GL for payment	may require custom format	I P-Card	17	Custom effort per Import/Export Scope
Ability to record correct credit card expense entries/offset to default	Yes	I P-Card	18	Custom effort per Import/Export Scope
Ability to record work comp expense	via fully integrated Munis ERP solution	I Expenditure	19	Vendor will write Excel for journal import
Ability to record debt service transactions	via standard billing exports/imports	I Journal	20	Reconfig Excel-->Journal
Ability to record bond interest	via general journal entry/import	I Journal	21	Reconfig Excel-->Journal
Ability to record bond interest expense	via general journal entry/import	I Journal	22	Reconfig Excel-->Journal
Ability to record License Revenue	via misc. cash receipt entry/import	I Revenue	23	Vendor to write misc cash interface
Ability to record bond expense	via general journal entry/import	I Journal	24	Reconfig Excel-->Journal
Ability to record miscellaneous revenue	via misc. cash receipt entry/import	I Revenue	26	Vendor to write misc cash interface
Ability to record fleet billing	via fully integrated Munis ERP solution	I Journal	27	Vendor to write Excel-->journal
Ability to record fuel billing	via fully integrated Munis ERP solution	I Journal	28	Vendor to write Excel-->journal
Ability to record housing assistance expenditures	via general journal entry/import	I Journal	29	Vendor to write Excel-->journal
Ability to record Housing First program expenditures	via general journal entry/import	I Journal	30	Reconfig Excel-->Journal
Ability to record journal payroll expense to engineering projects	via fully integrated Munis ERP solution	I Journal	32	Reconfig Excel-->Journal
Ability to record payroll expense	via fully integrated Munis ERP solution	Integration	33	Munis Baseline
Ability to record part-period payroll expense to prior year	via fully integrated Munis ERP solution	Integration	34	Munis Baseline
Ability to relieve end of year payroll expense accrued from new year	via fully integrated Munis ERP solution	Integration	35	Munis Baseline
Ability to record copier billing	via general billing entry/import	I Journal	36	Reconfig Excel-->Journal
Ability to record IT billing	via general billing entry/import	I Journal	37	Reconfig Excel-->Journal
Ability to record telephone billing	via general billing entry/import	I Journal	38	Reconfig Excel-->Journal
Ability to record external printing expense	via general journal entry/import	I Journal	39	Reconfig Excel-->Journal
Ability to record recreation revenue	via misc. cash receipt entry/import	I Revenue	41	Vendor to write misc cash interface
Ability to record Golf (cash) revenue	via misc. cash receipt entry/import	I Revenue	42	Vendor to write misc cash interface
Ability to record Golf credit card revenue	via misc. cash receipt entry/import	I Revenue	43	Vendor to write misc cash interface
Ability to record mowing expense	via general journal entry/import	I Expenditure	44	Vendor to write Excel-->journal
Ability to record miscellaneous recreation revenue	via misc. cash receipt entry/import	I Journal	45	Reconfig Excel-->Journal
Ability to record police records revenue	via misc. cash receipt entry/import	Integration	47	Tyler Cashiering
Ability to record Engineering revenue	via misc. cash receipt entry/import	Integration	48	Tyler Cashiering
Ability to record environmental services revenue	via misc. cash receipt entry/import	Integration	49	Tyler Cashiering
Ability to record part time/temp labor expenditure	via general journal entry/import	I Journal	50	Reconfig Excel-->Journal
Ability to record transit (admin) revenue	via misc. cash receipt entry/import	Integration	51	Tyler Cashiering
Ability to record transit (transit center) revenue	via misc. cash receipt entry/import	Integration	52	Tyler Cashiering
Ability to record sewerage revenue	via misc. cash receipt entry/import	I Revenue	53	Vendor to write misc cash interface
Ability to record storm water revenue	via misc. cash receipt entry/import	I Revenue	54	Vendor to write misc cash interface
Ability to record water revenue	via misc. cash receipt entry/import	I Revenue	55	Vendor to write misc cash interface
Ability to add refund (expenditure) transactions for Water		I Expenditure	NEW	Vendor to write Excel-->journal
Ability to record Municipal Court revenue		I Revenue	NEW	Vendor to wirte misc cash interface
Ability to prepare PR and AP ACH files	via ACH	E ACH	56	Wichita prefers CTX for AP. PR is OK CCD.
Ability to prepare PR and AP Enhanced Positive Pay Files	Yes but may require custom format	E Other	57	Munis Baseline with bank-specific customizations per Scope
Ability to record Credit Union file to Jack Henry	NMI	E Payroll	58	Use Munis File Export Tool
Inbound Deferred Comp File from Empower Retirement		I Payroll	59	May require custom effort.
Outbound Deferred Comp file from Empower Retirement	Yes but may require custom format	E Payroll	59	May require custom effort.
Ability to record pension file to Vitech	Yes but may require custom format	E Payroll	60	Use Munis File Export Tool
Ability to provide payroll data to Work Comp system	Yes but may require custom format	E Payroll	62	Use Munis File Export Tool
Ability to provide Coventry Health Care file to Aetna	Assuming existing user defined export or 834 file will accommodate.	E Payroll	63	Prepare EDI 834 file
Ability to provide file for Vision Service Plan		E Payroll	NEW	Use Munis File Export Tool
Ability to provide flexible spending file to Surency	Yes but may require custom format	E Payroll	64	Use Munis File Export Tool
Ability to provide Delta Dental files for reconciliation	Yes but may require custom format	E Payroll	69	Prepare EDI 830/834 File
Ability to provide United Way information to United Way	Yes but may require custom format	E Payroll	70	Use Munis File Export Tool
Ability to produce Quarterly Kansas Unemployment File	Currently producing an "RA" file for Kansas Dept. of Labor	E Payroll	NEW	Reproducable from Tyler's KS clients
UNUM/AGIS Long Term Care		E Payroll	NEW	Prepare EDI 830/834 File
Disability Insurance (Lincoln)		E Payroll	NEW	Prepare EDI 832/834 File

Appendix 6: Change Request Template

CITY OF WICHITA

MEMORANDUM-CHANGE REQUEST

Month DD, YYYY

TO: First and Last Name, Title

FROM: First and Last Name, Project Manager

PROJECT: Tyler Munis ERP Project

SUBJECT: Change Request Title

The following memo is to formally request a change to [replace with description of change]. The priority for this change is considered [high/medium/low and note risk(s) or issues if not completed].

Change Details:

- What is affected;
- Work required;
- Impact to cost, schedule, scope and quality;
- Detailed description of resources (both Tyler and Client) required to perform the change;
- Implementation plan(s);
- Schedule for completion;
- Acceptance criteria.

Estimate of Hours/Cost:

Requirement/Item	Description	Hours	Cost ($USD)
	TOTAL COSTS		($)

Funding:

OCA	Description	Amount
	TOTAL FUNDING	$

Authorization:

Project Role	Team Member	Date	Signature
Wichita Project Sponsor	Cathy Holdeman		
Wichita Project Manager	Melisa (Mel) Roesle		
Tyler Project Manager			

Appendix 7: Functional and Technical Requirements

See attached document.

Appendix B – Functional and Technical Requirements Matrix

RFP-540004

City of Wichita, Kansas

Information Technology Department

12-Jan-15

Table of Contents

01. Accounts Payable
02. Accounts Receivable
03. Applicant Tracking
04. Asset Management
05. Benefits Administration
06. Budget
07. **Controller's Office** (Accounting)
08. Hours, **Earnings and Deductions**
09. Employee Record Keeping
10. Funds and GL Management
11. Grants and Projects
12. HR-Administration
13. HR-Self Service
14. Payroll
15. Pension Management
16. Performance Management
17. Position Management
18. Purchasing
19. Risk Management
20. System
21. Time & Attendance
22. Treasurer
23. Vendor Management
24. Glossary

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
1. Accounts Payable (AP)									
	1099s								
1.01	Ability to support 1099 Federal reporting requirements	x		x					
1.02	Ability to run prelist report and extract 1099 output to a third-party system or replace process with new functionality; currently use 1099 Express which provides a table which is moved to Excel, then imported	x		x					Munis processes 1099s
1.03	Ability to determine that a payment requires form 1099-S (Real Estate) based on the object code, require a legal descriptions of real estate transactions and transmit a property's legal description to Form 1099-S	x		x					
1.04	Ability to create electronic 1099 file for the IRS FIRE system	x		x					
1.05	Ability to automatically produce IRS Form 1099-Cs in the amounts of debts forgiven that meet or exceed a user-defined dollar threshold	x				x			Analysis needed to quote
1.06	Ability to pay a 1099 reportable vendor from any General Ledger/Sub General Ledger account	x		x					
1.07	Ability to maintain information needed to produce IRS Forms 1099 for the principal party rather than the agent	x		x					
1.08	Ability to make 1099 adjustments to vendors; select or deselect line items to be included or excluded from 1099 reporting for each vendor	x		x					
1.09	Ability to capture and validate appropriate W-9 classifications, EIN, TIN, W-2 indicator, Internal Revenue Service (IRS) Form 1099 indicator, payment terms	x		x					
1.10	Ability to support multiple payment methods: ACH, check, third party, pay cards, e-payables etc.	x		x					
1.11	Ability to create ACH file in NACHA CTX, CTX+ and PPD format which includes EDI invoice payment information	x		x					
1.12	Ability to support automated tests and prelist reports for pre-notes for ACH and payment runs with ability to sort by date, document number, vendor terms etc.	x		x					
1.13	Ability to generate an "all credit" or "all debit" file at banks request for ACH	x		x					
1.14	Ability to provide expenditures, against current year encumbrances and prior year encumbrances. For GAAP, modified and full accrual accounting	x		x					
1.15	Ability at entry to notify of cash or budget failure	x		x					
1.16	Ability to code all transactions to multiple cost centers	x		x					
1.17	Ability to provide encumbrance reports (open, user defined, exportable into common formats)	x		x					
1.18	Ability to provide user defined reports on general ledger accounts for multiple accounting periods	x		x					
1.19	Ability to provide flexible ad hoc AP reports and statements: 1. Provide a report by payment type 2. Report vendor classifications 3. Provide AP dashboard/statistics (e.g. how long it takes to process a bill by division/department) 4. Provide payment (Check/ACH) register report to provide a total by payment type and a grand total 5. 1099 Reports 6. Pending status reports (entered not paid/final, pending approval etc.) 7. Budget exceeds reports 8. EDI standard protocol payment reports (AP, Utilities, etc.)	x		x					SOME MAY REQUIRE SSRS/ EDI MAY NEED MORE INFORMATION
1.20	Ability to report the time and aging of approvals in relation to payments	x		x					MAY REQUIRE SSRS
	General Management and Supporting Documents								
1.21	Ability to provide Accounts Payable (user defined, exportable into common formats)	x		x					WHERE APPLICABLE
1.22	Ability to support credits, subsequent credits and subsequent debits on a PO	x		x					
1.23	Ability to support void re-issues and non-re-issues for all pre or post payment/clearing types	x		x					
1.24	Ability to provide an online public checkbook and retain the ability to block/change information that should not be made public (e.g. change HIPPA info to a generic statement)	x		x					Via SSRS extract
1.25	Ability for vouchers payable to be credited when documents are posted and payment date is in the future and later debited when a vendor payment is paid and cash is credited	x		x					
1.26	Ability for sufficient field capacity for 999,999,999,999.99 with user defined warning over selected amount (e.g. over $1 million)	x		x					
	Interfaces and Workflow								

1.27	Ability for payments to workflow for approval by document type where each document type can have a unique workflow	x		x					
1.28	Ability to manage workflow (queue) by due date, discount, sender, vendor, etc.	x						x	
	Payment								
1.29	Ability to support invoice receipts via a two-way match; PO and Invoice	x		x					
1.30	Ability to generate the appropriate transactions to reflect the payment deductions and additions			x					
1.31	Ability to support Direct Purchase Order and Direct Vouchers	x		x					
1.32	Ability to override PO amount upon IR entry; freight, shipping, discounts etc.	x		x					
1.33	Ability to release and apply appropriate (CY or PY GLs) upon posting an invoice for payment	x		x					
1.34	Ability to pay within vendors terms for just in time payments	x		x					
1.35	Ability to support worker's compensation benefit and wage payments and store related back-up documents	x		x					
1.36	Ability to copy a payable document, use templates etc. (e.g. repetitive payments)	x		x					
1.37	Ability to post real-time	x		x					
1.38	Ability to code payments/receivables etc. to multiple cost centers	x		x					
1.39	Ability to back date/post date payables	x		x					
1.40	Ability to support batch/single and expedited payment runs	x		x					
1.41	Ability to sort checks by classification: hold, attachment, department etc.	x		x					
1.42	Ability to change a payment type after final posting	x		x					Only with a void
1.43	Ability to consolidate payments by vendor/customer etc.	x		x					Multiple invoices onto one check
1.44	Ability to produce an enhanced positive pay file that is end user configurable for bank including: name, check number and amount	x		x					
1.45	Ability to produce a vendor check run restricted to one particular vendor/suffix	x		x					
1.46	Ability to examine vendor invoice numbers to prevent duplicate payments	x		x					
1.47	Ability to signal to end-users how a vendor wants to be paid (ACH/Check) and allow end-user could override the desired payment method, if necessary; otherwise, the end-user would be aware of the payment method and the expenditure entry would default to that method	x		x					
1.48	Ability to run Payment Processing overnight instead of online during prime time	x		x					Via Scheduler
1.49	Ability to maintain a history of the following information for each payment made: a. vendor invoice number b. invoice amount c. vendor identification number d. vendor name e. payment address or banking information f. payment amount g. interest paid, when applicable h. discount taken, when applicable i. offset made, when applicable j. payment method, such as check or EFT k. referenced obligation number l. appropriation charged m. payment number n. Issued or cleared status o. Clearance date	x		x					
1.50	Ability to garnish vendors per IRS or court orders	x		x					
1.51	Ability to provide a payment/check register; need to provide a total by payment type (ACH and Checks) and a grand total to facilitate quick balancing from Prelist data-subtotals by payment type must be provided	x		x					
	Reconciliation and Reimbursements								
1.52	Ability to reconcile purchasing cards and/or travel	x		x					
1.53	Ability to reimburse employees for travel and/or mileage and other internal business expenses	x		x					Via Employee Portal
	Remittance								
1.54	Ability to provide remittance advice that itemize invoices being paid	x		x					
1.55	Ability to allow for note/broadcast to be added to a remittance etc.	x		x					

1.61	Ability to allow a stored payment voucher to have its payment method modified, canceled, and put on hold or for future scheduling	x		x				
1.62	Ability to print invoice receipts, credit memos, purchase orders, etc.	x		x				
	Self Service							
1.63	Ability to provide a vendor invoicing portal for invoices submitted pursuant to purchase orders	x		x				View only
	Utilities							
1.64	Ability to support utility payments	x		x				
1.65	Ability to auto code utilities based on account number	x		x				
1.66	Ability to capture consumption data for utilities	x		x				May require SSRS
1.67	Ability to split a utility bill between two or more cost centers	x		x				

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
2. Accounts Receivable (AR)									
	Cashiering								
2.01	Ability to take a cash receipt and pay directly	x		x					
2.02	Ability to compare cashier deposit to new system	x		x					
2.03	Ability to perform online of miscellaneous cash receipts by customer, when identified, and by accounting period	x		x					
	Collections								
2.04	Ability to support collections policy	x		x					
2.05	Ability to support centralized collections. (e.g. cash receiving)	x		x					
2.06	Ability for system generated allowance for doubtful accounts calculations	x		x					
2.07	Ability to automate dunning on past due invoices and turn dunning on/off by customer account, or other user defined parameters	x		x					
2.08	Ability to reopen closed accounts to record collections after a waiver or write-off of a receivable has been recorded (e.g. bad checks)	x		x					
2.09	Ability to auto generate late fees	x		x					
	Data Collection and Reports								
2.10	Ability to capture and summarize revenue for governmental fund reporting and statement of activities (by function/activity)	x		x					
2.11	Ability to record receivable in multiple GL accounts	x		x					
2.12	Ability to electronically download monthly deposit and debit voucher confirmation information from Treasury and the banking system for comparison to activity in the agency's general ledger, and produce a report of differences (e.g. reconciliation report)	x		x					Bank recon module
2.13	Ability to maintain data and automatically create files of delinquent accounts for electronic submission to collection agencies and appropriate governmental organizations (e.g. state set-off)	x		x					
2.14	Ability to track, query and report on AR payments (e.g. amount obligated, amount expended, amount billed, advanced amount (unearned revenue), amount collected, write-off, liquidations, adjustments, bad debt etc.) and/or if third party, to provide user defined liquidation reports (paid, adjustments, bad debt) by fund, department, cost center; user defined or canned reports	x		x					
	Ability to maintain a history of the following information for AR management: a. customer name b. customer ID c. customer type (federal agency, state/local government, commercial entity, individual, or employee) d. TIN e. customer address f. contact names g. contact telephone number h. federal versus nonfederal indicator i. ALC number (for federal customers) k. date of last update k. user ID of last update l. DUNS number	x		x					

2.17	Ability to update and maintain history for each customer account or document when: a. billing documents are generated b. collections are received c. interest, penalty, or administrative fees are applied d. amounts are written off or offset e. paid in full (e.g. closed, bad debt etc.)	x		x					
	Forms, Invoices and Statements								
2.18	Ability to e-mail invoices	x		x					
2.18	Ability to use standard forms for invoices with some possible customization (e.g. logos, collections and late fees) and separate lines for different charges, date the bills with the system generated date or with the date applied by the user for internal and external parties	x		x					
2.19	Ability to provide supporting data to agencies billed that can be used to verify the charges or add attachments to be sent with the invoice	x		x					
2.20	Ability to generate scheduled statements to customers showing account activity	x		x					May Require SSRS depedning on information needed/formatting
2.21	Ability to automatically produce IRS Form 1099-Cs in the amounts of debts forgiven that meet or exceed a user-defined dollar threshold	x						x	
	General Management and Supporting Documents								
2.22	Ability to record and link adjustments, payment and liquidations	x		x					
2.23	Ability to employ a table by department of frequently used product/service descriptions for rapid invoice entry, or to allow freeform entry where needed	x		x					Charge codes
2.24	Ability to attach notes to the customer/vendor number	x		x					
2.25	Ability to separate AR customer number file from AP vendor file	x		x					
2.26	Ability to cancel or void AR documents	x		x					
2.27	Ability to determine if liquidation is by payment or write-off	x		x					Payment History
2.28	Ability to approve set-up and closure of AR customers (e.g. require taxpayer id)	x		x					
2.29	Ability to liquidate a receivable or post directly to an account	x		x					
2.30	Ability to support de-centralized AR invoice (e.g. departments enter invoice, workflows to department for approval and simultaneously creates an AR to workflow to Treasurer for approval before sending invoice)	x		x					
	Interfaces and Workflow								
2.31	Ability to interface with cashiering system (e.g. all of AR collections)	x		x					Tyler Cashiering recommended
2.32	Ability for AR entries to interface to general ledger revenue, receivables and GL accounts	x		x					
2.33	Ability for approval process to show customer file audit trail, file changes (by file/field)	x		x					
2.34	Ability for AR and liquidation documents to workflow through an electronic workflow approval process	x		x					
2.35	Ability to accept transactions from other systems that generate receivables in a standard format for entry into the financial system	x		x					
2.36	Ability to integrate with Federal agencies for grants/projects draw down purposes	x		x					
2.37	Ability to support adjustments and liquidations via approval workflow between the department and Controller's office	x		x					

#	Requirement	Required	Nice to Have	Baseline	Modification / Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
3. Applicant Tracking									
	Data Collection and Reports								
3.01	Ability to create custom reports	x		x					May require SSRS
3.02	Ability to schedule reports	x		x					
3.03	Ability to collect and maintain applicant tracking data: by job/position number, score resume based on position requirements and data for EEO reporting; race, gender and job classification	x		x					Applicant scoring available based on job
3.04	Ability to maintain information on applicant qualifications: education, work experience and skills	x		x					
3.05	Ability to maintain applicant interview data, including records of notifications sent to applicants, interview scheduling details, and images of handwritten notes taken during interviews	x		x					Interview data and attachments via TCM including notes and images.
3.06	Ability to maintain offer acceptance data and employment results	x		x					Via Mail Merge/TCM Attachments
3.07	Ability to track recruitment sources and costs	x		x					
3.08	Ability to automatically maintain number of days to fill a position	x		x					May require SSRS
3.09	Ability to automatically maintain number of applicants vs. number interviewed	x		x					May require SSRS
3.10	Ability for HR to produce on demand a summary statement of all correspondence sent and received	x				x			Analysis needed to quote
3.11	Ability to generate output files in a variety of file formats including EXCEL, PDF, HTML and CVS	x		x					
	General Management and Supporting Documents								
3.12	Ability to schedule applicant events	x		x					
3.13	Ability to automatically generate notices, letters, forms to applicants	x		x					May require Mail Merge
3.14	Ability to track open requisitions	x		x					
3.15	Ability to maintain and produce job postings	x		x					
3.16	Ability to retain an unlimited number of applicants without vendor intervention	x		x					
3.17	Ability for permissions to be set by HR to restrict viewing and modifying applicant records	x		x					
3.18	Ability to retain multiple applicant addresses	x		x					
3.19	Ability to retain multiple email addresses	x		x					
3.20	Ability to retain multiple phone numbers	x		x					
3.21	Ability to create user-defined fields	x		x					
3.22	Ability to search applicant records by multiple selection criteria	x		x					
3.23	Ability to filter applicant records search by combining search terms	x		x					
3.24	Ability to maintain private notes for HR staff and "blocking" notes to alert HR during application review	x				x			Analysis needed to quote
3.25	Ability to allow an HR staff member to group all records marked for deletion into a record set so that they can be reviewed before they are deleted	x		x					A set of records can be found and reviewed prior to purge in Applicant Center
3.26	Ability to define HR parameters for purging inactive applicants based on records retention requirements	x		x					User initiated find
3.27	Ability to send correspondence via print, email text or mobile device	x		x					Via Tyler Alerts
3.28	Ability for HR to determine the entire text of all correspondence	x		x					Mail merge may be required

3.38	Ability to auto upload and update test scores to HR system - notifications of pass/fail to applicants and HR	x		x					Via Applicant Scoring
3.39	Ability for auto-screening of applications (e.g. CDL/DL)	x		x					
3.40	Ability for auto notification of not qualified	x				x			User initiated
3.41	Ability for auto notification of status in hiring process	x		x					Via Workflow
3.42	Ability to refer all qualified applicants electronically	x		x					
3.43	Ability to calculate weekly hours worked	x		x					

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
4. Asset Management									
	Data Collection and Reports								
4.01	Separate Fixed/Capital Asset Function provide following functions: a. Ability to calculate depreciation for all assets for a user-configurable accounting period in both a trial and final mode b. Ability to import and post depreciation transactions to accounting c. Ability to record asset transfers between funds d. Ability to handle disposal transactions e. Ability to separately identify and track assets purchased with federal funds from acquisition to disposal	x		x					
4.02	Ability to provide an exception report prior to running depreciation that identifies deprecated cost centers and other coding elements	x							Need more detailed information to accurately respond
4.03	Ability to provide asset management reports. All reports should include all accounting coding elements, including grants/projects. It is expected that reports may be viewed on-screen, exported to Excel, PDF and other document formats, and provide drilldown capability. 1) Capital Outlay (within a user-specified period) 2) Book value report 3) Asset value report 4) Cumulative depreciation report 5) Capitalized Asset Report 6) Inventory Report 7) Reports required for CAFR and Quarterly Financial Report 8) Expense Allocation Report (with grant specificity as required)	x		x					Via Tyler CAFR Statement Builder and may require SSRS for some Items
4.04	Ability to allow a client site to configure rules with respect to depreciation, adjustments and screen displays	x		x					Configure workflow for these only, not hardcode field layout
4.05	Ability to calculate market and insured values and to report those values	x		x					May require SSRS
4.06	Ability to run related payroll , asset (vehicles, tag, non-tag and equipment) and risk management reports by plant/department	x		x					May require SSRS
4.07	Ability to populate asset book value automatically and view or report on immediately; provide an internal calculation within the system	x		x					
4.08	Ability to see current capitalized assets (e.g. multipurpose code) specific to projects and easily view in asset program or easily generate report	x		x					
4.09	Ability to automatically initiate OCA and PCA check and provide status report for correction	x							Need more detailed information to accurately respond
	General Management and Supporting Documents								
4.10	Ability to depreciate assets on a flexible basis (e.g. monthly, quarterly and/or as needed)	x		x					
4.11	Ability to provide simple and efficient, quick scrolling, tab to fields, copy, paste, repeatable fields, pull downs and multiple entries in one screen	x		x					
4.12	Ability to quickly enter non-financial changes and adjustments to assets	x		x					
4.13	Ability to provide user-definable fields for asset description and classification	x		x					

4.22	Ability to pre-populate common fields and options for asset entry (multipurpose code, asset condition, quantity, availability, ownership, acquisition basis)	x		x				
4.23	Ability to distinguish between CIP/WIP and capital assets (e.g. segregate construction in progress from other asset additions)	x		x				
4.24	Ability to support real-time posting of asset entry to accounting	x		x				
4.25	Ability to provide easy scrolling for data selection and narrowed choices	x		x				
4.26	Ability to view and manipulate multiple assets as a combined entity	x		x				
4.27	Ability for asset documents to interface to accounting with each unique document number and not combined under one document number	x		x				
4.28	Ability to collect or change asset details (e.g. description, class, quantity, model, serial number, parcel number, location, department, division, acquisition information (method, date, cost, PO, vendor), transfer, adjustment, retirement history, financial history) and provide audit trail for all changes (e.g. linkage between old and new item)	x		x				Limitation on financial history updates
4.29	Ability to support barcode or RFID capability for inventory tracking	x		x				Third y BMI
4.30	Ability to quickly add large quantity of similar assets with same characteristics (e.g. 20 new Crown Victoria's)	x		x				
4.31	Ability to set-up asset categories (e.g. land, building, improvements and equipment) with associated ranges, provide a unique document number based on category selected and automatically assign document and asset numbers	x		x				
4.32	Ability to identify and populate capital contributions	x		x				
4.33	Ability to expire assets and manage expired assets	x		x				
4.34	Ability to recognize capital assets ($5,000+) on a purchase order/invoice	x		x				
4.35	Ability to store a photograph of an asset in the system	x		x				
4.36	Ability to record assets from capital outlay expenditure	x		x				With project ledger
4.37	Ability to maintain property tax parcel number identification for real property where the City is required to pay property tax	x		x				May require user defined field
4.38	Ability to access from main menu recently or most used functions. For quick access and use	x		x				
4.39	Ability to easily manage inactive/expired asset categories, class, characteristics, ownership, OCA, and other specific criteria	x		x				
4.40	Ability for Asset Management transactions to provide pointers to all purchasing and accounting transactions with which they are associated	x		x				
4.41	Ability to link assets to payment back-up documentation	x		x				Via TCM
4.42	Ability to track by asset id and serial number	x		x				
4.43	Ability to utilize system for department/division asset audits	x		x				
4.44	Ability to mass transfer from one location to another	x		x				
4.45	Ability to select funding sources for an asset	x		x				
4.46	Ability to customize and provide additional asset reports as needed	x		x				May Require SSRS
4.47	Ability to support quarterly roll forwards and yearend rollovers for assets	x		x				Year end
4.48	Ability to calculate CIP throughout the year and at yearend	x		x				Via project ledger
4.49	Ability to convert CIP to an asset by a simple click of a button	x		x				
4.50	Ability to dispose of an asset and collect key information to include: condition, last known location, disposal method, date of disposal, etc.	x		x				
4.51	Ability to understand an assets depreciation, additions, subtractions, transfers, trade-ins and disposals and make adjustments and calculations as such in the system.	x		x				
4.52	Ability to support trade-ins, provide historical linkage between old and new item and account for trade in value with the new asset's	x		x				Via user defined fields
4.53	Ability to provide personal to do lists (e.g. would like to have reminders and/or personal to-do lists for recurring and ad hoc tasks within the system)	x		x				Via alerts/milestones
4.54	Ability for departments to track controlled items	x		x				In conjuction with Payroll/HR
	GIS							
4.55	Ability to create a GIS "city fixed asset" layer with integration between ESRI and the system for land and immovable assets such as bridges	x		x				
	Interface							
4.56	Ability to convert assets from existing system to new system	x		x				
	Self Service							
4.57	Ability to track fixed assets assigned to a particular employee and to make this information available via Employee Self Service	x					x	

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
5. Benefits Administration									
	Data Collection and Reports								
5.01	Ability for eligibility reporting and carrier payments (e.g. life insurance, paid on what we collect according to payroll output)	x		x					Some reports may require SSRS
5.02	Ability to auto generate Cobra reports	x		x					User initiated
5.03	Ability to process Flexible Spending Accounts with a third-party vendor (e.g. report sent to flex pay regarding amounts of enrollment employee will use for the year)	x		x					Standard exports available, new exports may be custom
5.04	Ability to provide benefits ad hoc reporting to be generated by HR functional users (e.g. not technical resources)	x		x					
5.05	Ability to provide data extract to a variety of file types (e.g. .csv, Excel, Word, etc.)	x		x					
5.06	Ability to report on upcoming employee changes and send notices (e.g. child reaching age limits)	x		x					May require SSRS depending on require format.
5.07	Ability to create comp and benefit statements yearly and/or as needed by department, individual, etc.	x		x					Via Mail Merge/SSRS
	General Management and Supporting Documents								
5.08	Ability to determine eligibility or ineligibility of benefits through configured parameters (e.g. dependent age, document requirements, ACA changes, part time help, 29 hours and over	x		x					Age, requirements, FT/PT etc.
5.09	Ability to prevent duplicate enrollments; the City of Wichita does not allow duplicate enrollments in health insurance for members of the same family who both work for the City	x		x					
5.10	Ability to support eligibility or ineligibility for dental and health insurance for pre-defined parameters given by City's policy	x		x					
5.11	Ability to support ACA dental and health insurance	x		x					
5.12	Ability to support employee qualifying events throughout the plan year (e.g. marriage, divorce, etc.)	x		x					
5.13	Ability to support the calculation of premiums subject to multiple variables (e.g. pay band, collective bargaining unit, coverage level, appointment, percent, etc. and calculate on hiring dates that may require triple deduction)	x		x					Coverage level/dates
5.14	Ability for automatic dual-year processing during the annual enrollment period; the health and dental deductions are withheld one month in advance	x		x					
5.15	Ability to have a premium reconciliation dental feature	x				x			Analysis needed to quote
5.16	Ability to reconcile retro-active adjustments inside system less manual entries	x		x					Semi automated retro pay available.
5.17	Ability to send bill employees who are on leave, calculate arrears, post personal payments and correct arrearages during posting	x		x					Employee on leave can be billed
5.18	Ability auto generate COBRA letters and send to employee	x		x					Via Mail Merge/SSRS
5.19	Ability to automate transfer of payroll/benefits information to external vendors	x		x					
5.20	Ability to administer deduction adjustments and change after open enrollment with correct deductions	x		x					
5.21	Ability to determine plan eligibility for each employee (e.g. ACA, part time, full time and seasonal)	x		x					PT/FT etc.
5.22	Ability to provide compliance assistance for HIPAA data privacy regulations (e.g. security set up for only employee and people granted access to administer according to their job duties)	x		x					
5.23	Ability to administer HIPAA integrated within events (e.g. security set up for only employee and people granted access to view/update)	x		x					Via Role Based Security
5.24	Ability to administer HIPAA as a stand-alone process (e.g. Security set up for only employee and people granted access to view/update)	x		x					Via Role Based Security
5.25	Ability to manage QDRO's, including storing images of court orders and correspondence, recording beginning and ending dates of court-ordered payments, recording payment history (item number, payee, date, amount), and ability to provide activity and history reports ad hoc	x		x					Personnel actions, TCM, and standard deduction functionality
5.26	Ability to track and validate QMCSO's; insurance can not be cancelled (e.g. court orders entered in and keep track person is on health insurance and child support)	x		x					Assuming standard deduction functionality will suffice. May need more information.
5.27	Ability to automate payment plan by defined parameters and support charge-backs for plan premiums and costs (e.g. on leave, double premium and qualifying changes)	x		x					
5.28	Ability to auto generate benefit statements on new hires 30 days after hire date	x		x					Via Mail Merge/SSRS-may require manual processing

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
6. Budget									
	Data Collection and Reports								
6.01	Ability to access and create editable report templates	x		x					May Require SSRS
6.02	Ability to report on all elements in the budget book	x		x					May Require SSRS
6.03	Ability to create corresponding budget book reports	x							
6.04	Ability to export budget reports to EXCEL and share data easily with departments for review and consideration	x		x					
6.05	Ability to provide real-time automated means to compare actual expenditure to budgeted expenditures at the end of each fiscal month with optional multi year comparisons (e.g. dashboard)	x						x	
6.07	Ability to automatically build budget book documents that contain both financial and personnel reports as well as narrative, photos, and performance measure tables		x		x				Recommend PatternStream product by FML.
	General Management and Supporting Documents								
6.08	Ability to support budget as the appropriation for accounting; no money can be spent unless it is appropriated; this process happens twice a year, in December (for January) and in August for the Revised Budget	x		x					
6.09	Ability to approve budget for each fund; the annual budget creates the appropriation that controls the accounting process. Note: The budget is created by OL3 and OCA. OCAs are grouped into services and then funds to build the budget document	x		x					
6.10	Ability to set budgetary controls at any level and override budget controls in accordance with stated policy (e.g. emergencies, payroll, advanced/over/under fills, designated headcount, FTE, utilities, etc.)	x		x					
6.11	Ability to automate the budget process and support business rules associated with budgeting	x		x					
6.12	Ability to modify/revise an existing operating/financial plan by line item during budget development	x		x					
6.13	Ability to enter an out of balance budget adjustment with no off-setting entry	x		x					With proper permissions
6.14	Ability to reconcile accounting data to budgetary basis of accounting (examples of adjusting entries are debt service principal payments, encumbrances, and capital contributions)	x		x					May require SSRS
6.15	Ability to load original and revised budgets to accounting module	x		x					
6.16	Ability to provide a minimum of 5 years of prior-year data (including budgeted and actual figures) by month for budgeting modeling, evaluation and forecasting	x		x					Via SSRS
6.17	Ability to provide budget models (e.g. model salaries and benefits) and archive models for previous budget years	x		x					Via previous projections
6.18	Ability for budget to create user configurable groupings of cost centers necessary to match budget book pages and automatically capture changes to accounting structure data throughout system modules (e.g. cost center added etc.)	x			x				Recommend PatternStream product by FML
6.19	Ability to import grant matching requirements for operating budgets from grants module, or create model within budget model that generates matching requirements	x						x	
6.20	Ability to create models for internal services that distributes costs to expenditure budgets, which is recovered by each internal service as revenue		x					x	
6.21	Ability to automate distribution of cost allocation plan to operating budgets and reconcile to General Fund revenue		x					x	
6.22	Ability to reconcile inter-fund transfers, revenue and expenditures		x	x					
6.23	Ability at month end/year end to compare actual expenditures to the budget to determine variances	x		x					
6.24	Ability to forecast year-end results based on variance between budgeted and actual expenditures YTD	x		x					May require SSRS or Excel
6.25	Ability to use various projection methods, such as an average, trend percent, periodic, subtotal, and goal to develop budgets and project year-end expenditures	x							Need more detailed information to accurately respond
6.26	Ability to perform projections of obligations, income, and expenditures at any level of the organizational structure (e.g., projecting obligations based on prior periods and applying these to a future period)	x		x					
6.27	Ability to view accounting, purchasing, and payroll document detail by clicking on a link to those documents. For example, if a specific Month/OCA/OL3 were selected, a list of expenditures would appear. Detail to those expenditures could be accessed by a link		x	x					Via GL Account Inquiry or Account Central
6.28	Ability to create a software model of the Capital Improvement Program by fund and by project to forecast debt capacity		x					x	

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
7. Controller' Office (Accounting)									
	Accounting Periods								
7.001	Ability to automatically generate selected recurring accrual entries and reversals in subsequent accounting periods	x		x					Via recurring journal entry. Amounts may need to be adjusted.
7.002	Ability to close and/or re-open an accounting period and prohibit subsequent postings to the closed period and allow future posting for selected items	x		x					
7.003	Ability to automatically establish accounting period's opening balances based on the prior accounting period's closing balances, without user intervention or adjustment	x		x					
7.004	Ability to perform multiple preliminary year-end closings, while maintaining the capability to post current and prior period data	x		x					Using the soft close functionality and proper reporting options.
7.005	Ability for a period to be reopened after they have been closed and allow transactions to be processed against the reopened months and once complete the month can be re-closed. Ability to rerun reports and distribute to reflect the new transactions. Ability to get a warning that a person has re-opened a period	x		x					Permission based
7.006	Ability to produce reports and transmittable files using data maintained by any element of accounting classification of the system at any specific accounting period	x		x					May require SSRS
7.007	Ability to produce reports and transmittable files using data maintained by any element of accounting classification of the system at any specific accounting period	x		x					May require SSRS
7.008	Ability to open each new year by mid December of prior year	x		x					
7.009	Ability to leave prior years open and post to prior years	x		x					
	Batch Processing								
7.010	Ability to "promote" a particular type of documents awaiting batch processing to be processed/posted immediately, while other documents await overnight processing	x						x	This is not necessary in Munis
7.011	Ability to reverse an interface submitted in error	x		x					Interface errors are caught prior to processing.
7.012	Ability to "pull" an interface submitted in error that has not yet been processed	x		x					Interface errors are caught prior to processing.
7.013	Ability to communicate to end-users that an interface file has been received for processing	x		x					Interface errors are caught prior to processing.
7.014	Ability to communicate to end-users the transactions submitted in an interface file	x		x					Via releasing to workflow
7.015	Ability to correct defects in interface files from systems unable to correctly submit a file. Examples: 1) invoice numbering for Housing Expenditure Entries; 2) Applying User Codes to transactions based on an OCA/OL3 pair; 3) modifying the department number submitted to agree with the department associated with a particular OCA	x		x					
	Chart of Accounts/General Ledger								
7.016	Ability to provide a chart of accounts to show the financial accounting system hierarchies and relationships	x		x					
7.017	Ability to support a multi-segment account structure that captures financial information; funds and other items (cost center), Flexible coding string etc.	x		x					
7.018	Ability to rollover general ledger balances and maintain sub-General Ledger attribute information required to satisfy reporting requirements	x		x					
7.019	Ability to capture SGL attribute information required for reporting	x							Need more detailed information to accurately respond
	Ability for reporting within the following parameters: a. fund/sub fund b. object class c. organization cost account d. function e. project/grant f. general ledger/sub GL	x		x					

7.021	Ability to classify accounting transactions by the following:(in coding string) a. account symbol/account fund symbol b. internal fund/sub-fund code c. budget fiscal year d. accounting quarter and month e. program f. organization g. appropriation h. project/grant, i. organization cost account, cost center j. function k. cost center/program cost account l. object class m. user code class n. budget function (and sub function code) o. General Ledger (SGL) attributes not specified above	x		x					
7.022	Ability to provide capacity to use subsidiary level to maintain certain detail (include fund, project, grant, GL, etc.)	x							Need more detailed information to accurately respond
7.023	Ability to "aggregate" data brought in via interface (e.g. should a remote system/interfaces send 10,000 of the same transaction for differing amounts, aggregation would add these into a single transaction. Additionally, we need the ability to thwart aggregation when we need to (e.g. Housing Assistance Payments)	x		x					Aggregation would need to happen prior to importing.
7.024	Ability to establish and modify multiple levels of funds control using elements of defined accounting classifications, including object class, program, organization, project, and fund; where the transactions follow the modifications (e.g. merge two departments together)	x		x					Any changes crossing funds requires a quoted Professional Services cost.
7.025	Ability to incorporate proprietary and budgetary accounts in the system, and maintain the relationships among sub-GL accounts	x		x					With proper COA
7.026	Ability to incorporate data entry features designed to reduce the amount of direct keying required to initiate transaction processing, such as the following: a. the use of default values b. look-up tables c. automatic data recall d. single-function windows (e.g., one input screen per transaction) e. the ability to pass common data from screen to screen f. highlighting of required fields g. auto tabs h. function keys (e.g., to retrieve previous data, invoke help facility, suspend transaction, or clear screen) i. disabling of non-supported function keys j. menu mode and an expert mode of screen navigation k. the ability to retrieve suspended transactions by user, document, vendor, and so forth l. transaction entry undo/redo m. context-sensitive online help n. the ability to select records from a list by scrolling or by typing in only part of an entry o. Autofill selected fields	x							Some of these functions are supported, some are not needed, and some are not supported. Analysis is needed to ensure Tyler and Wichita are on the same page.
7.027	Ability to support desktop integration with other common workstation applications used for word processing, spreadsheets, data management, graphics, or data process from other external parties' applications - able to accommodate user codes and GL/Sub GL coding options (for example, Utility Payment System)	x		x					Where applicable
7.028	Ability to require 4 levels of object codes on revenue and expense transactions, flexibility control budget at desired object level and make user codes required for specified cost centers	x							Need more detailed information to accurately respond
7.029	Ability to utilize a subsidiary general ledger account	x		x					
7.030	Ability to support general ledger account for expenditures from current year encumbrances and a general ledger account for expenditures from prior year encumbrances	x		x					
	Data Collection and Reports								
7.031	Ability to summarize many funds into one fund group for financial reporting purposes (e.g. special revenue funds, enterprise funds and capital project funds)	x		x					
7.032	Ability to support multi-purpose codes utilized to capture information required for reporting (e.g. geographic code on grant and project detail)	x		x					
7.033	A report to quickly identify open and outstanding encumbrances	x		x					
7.034	Ability to control reports to be saved electronically instead of printed (e.g. the reports could be accessed via a link (provided to the end-user each day in an e-mail)	x		x					

7.042	Ability to factor in prior year commitments for projects/grants and factor them out for operating funds/sub funds. Appropriation rolls forward with PY commitments on projects/grants, but not on operating funds/sub funds and ability to report based on modified accrual vs. full accrual	x		x					Via proper COA setup. Full accrual reports are produced by Tyler CAFR Statement Builder
7.043	Ability to provide a monthly electronic download of Treasurer's account balance to be reconciled with cash activity in the agency's general ledger, and can the system produce a report of differences. Clearing account reconciliation report	x							Need more detailed information to accurately respond
7.044	Ability to track and report on spending agency wide by state and Council district	x		x					With proper COA setup
7.045	Ability to support dynamic report reformatting, regrouping, and drill-down to detail records from summary report lines	x		x					May require SSRS
7.046	Ability to document and report accounting structure changes	x		x					
7.047	Ability to automate the preparation of consolidated financial statements with both GAAP total and Budgetary total (separately or side by side comparison)	x		x					May require SSRS
7.048	Ability to provide online access to open documents based on agency selection criteria, including the accounting classification elements, document number, and vendor number	x		x					Via TCM
	Month/Yearend								
7.049	Ability to provide a checklist and manual for month/year end process	x		x					
7.050	Ability to provide a built in calendar (e.g. holidays are noted in schedules)	x		x					
7.051	Ability to provide an automated yearend rollover of appropriate system tables into the new fiscal year	x		x					
7.052	Ability to roll encumbrances/pre-encumbrance from one year to the next in a process, re-establishes all outstanding prior year encumbrances and pre-encumbrances in the new fiscal year that allows for the immediate use of the rolled encumbrance (e.g. within a year-end close process). Ability to for grants/projects	x		x					
7.053	Ability to flag/error all transactions after a month has been closed that are entered with a post date of the closed month and not post (e.g. if error status, require correcting post dates to the new month, as well as correcting other errors)	x		x					
7.054	Ability to allow choice of selected tables and values to roll over when effective end date field is blank, greater/smaller than the last day of the current fiscal year and the record is active and undeleted, a new record is created for each selected current year records and rollover if no end balance	x							Need more detailed information to accurately respond
7.055	Ability to support choice of all tables, selected tables, inactive elements for rollover (e.g. if over spend rollover negative balance)	x							Need more detailed information to accurately respond
7.056	Ability to support choice of selected value for rollover; negative remaining budget balance of project/grant	x							Need more detailed information to accurately respond
	General Management and Supporting Documents								
7.057	Ability to do real-time update of account balances	x		x					
7.058	Ability to check balance, see history and/or notify of budget failure at the beginning of the process	x		x					
7.059	Ability to disallow the use of de-obligated prior-year funds for current year expenditures	x		x					Via proper setup and procedure
7.060	Ability to disallow change orders on a prior year commitment	x		x					Via workflow and proper procedure
7.061	Ability to maintain historical data on all commitment, obligation, payment, and collection transactions	x		x					
7.062	Ability to record subsequent activity related to a closed document under a unique document ID and provide an audit trail that associates the new activity with the transaction history of the original document (e.g. hyperlink or payment to an AR document)	x						x	
7.063	Ability to allow payment from a prior year encumbrance without re-appropriation of related amounts and without reducing current year appropriation	x		x					
7.064	Ability to allow for correction of a prior year encumbrance, when one is cancelled, paid or adjusted in error, without impact on current year appropriations	x		x					
7.065	Ability to record reason codes for returned payments due to adjusted invoices, lost discounts, and late payments	x		x					
7.066	Ability to forecast cash requirements including detail of large-dollar transactions. Automatically notify cash manager	x							Need more detailed information to accurately respond
7.067	Ability to query system to identify vendor invoices that may have been entered, but aren't final posted yet; need to be able to search by vendor number or vendor invoice number for un-posted documents	x		x					
7.068	Ability to automatically liquidate the in-transit (voucher payable) amount and reclassify budgetary accounts from unpaid to paid when the payment confirmation updates the system	x							Need more detailed information to accurately respond
7.069	Ability to reverse disbursement transactions for voided checks or for ACH and other bank wire payments that have not been negotiated	x		x					
7.070	Ability to allow for agency flexibility in defining the contents of direct deposit advices and provide email notification to payees (e.g., vendors and travelers) of payments made by disbursing offices	x		x					
7.071	Ability to e-mail the ACH advice, or e-mail a notice that an advice can be seen on the web portal for the accounting application	x		x					
7.072	Ability to prevent two transactions from posting simultaneously	x		x					
7.073	Ability to limit a vendor check run to a particular document type, vendor or vendor suffix	x		x					
7.074	Ability for vouchers payable to be credited when documents are posted and payment date is in the future	x		x					
7.075	Ability for vouchers payable to be debited when a vendor payment is paid and cash is credited	x		x					
7.076	Ability to consolidate payments by vendor	x		x					
7.077	Ability to code an invoice to multiple cost centers	x		x					

7.085	Ability to provide an automated interface to Taxing entities for payroll withholdings, sales tax, child support, etc.	x		x				
	Journal Entries							
7.086	Ability to support journal entries	x		x				
7.087	Ability to upload a standardized template for multi transaction journal entries	x		x				
7.088	Ability to provide set line limitations on a JE	x		x				Via workflow and proper procedure

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
8. Hours, Earnings and Deductions									
	Deductions								
8.01	Ability to automatically track and administer deductions that are not taken in prior pay periods	x		x					
8.02	Ability to identify and process unlimited pre-tax and post-tax deductions	x		x					
8.03	Provide detail deduction reports for all taxes and deductions	x		x					
8.04	Ability to easily change deduction amounts for all affected employees per new amounts received either through labor contracts, benefits, retirement, etc.	x		x					
8.05	Ability to easily change deduction amounts or percentages across all employees or specific groups of employees (e.g. mass adjustments or changes/may be date specified)	x		x					
8.06	Ability to create variable percentage contributions for deferred compensation, retirement, etc.	x		x					
8.07	Ability to temporarily override deduction amounts for one (1) pay period or over multiple pay periods and multiple people with defined start and stop dates	x		x					
8.08	Ability to temporarily inactivate deductions at the employee level one-time or on an ongoing basis ex parking deduction	x		x					
8.09	Ability to temporarily inactivate deductions at the city level to affect a single employee or all employees	x		x					
8.10	Ability to enter start and end dates for deductions	x		x					
8.11	Ability to automatically insert end dates for deductions based on organizational rules at termination	x						x	End dates are available, however the end date needs to be maintained manually or the deduction can be inactivated based on termination
8.12	Ability to maintain deduction limits	x		x					
8.13	Ability to automatically adjust tax exemption status based on federal and state statutes for various deductions (e.g. 125 plans and garnishments)	x		x					
8.14	Ability to accommodate pre-tax deductions (e.g. section 125 plans and 457B plans) as deductions	x		x					
8.15	Ability to setup deduction that will override all others	x		x					Deduction priority
8.16	Ability to allow future effective date to control deduction processing	x		x					
8.17	Ability to support a large number of deduction codes, preferably over 1000 available	x		x					
8.18	Ability to take a limited arrears amount on a subsequent payroll that may not represent the full amount owed	x		x					May require manual processing
	Earnings								
8.19	Ability to change earnings amounts for all employees due to contractual obligations or other directives (e.g. shift pay earnings per hour, mass change by HED and frequency code to change everyone to shift change)	x		x					Method depends on the update needed
8.20	Ability to easily change earnings amounts or percentages across all employees or specific groups of employees (e.g. mass adjustments or changes; may be date specified salary ordinances or union/group of employees to give mass update)	x		x					
8.21	Ability to establish earnings transactions as either one-time or perpetual automatic payments with future-dated start/stop dates and future dates update salary information or earning code	x		x					
8.22	Ability to have earnings with different tax rates applied (e.g. standard withholding vs. supplemental rates) on the same or separate pay checks and ability to differentiate between various tax options when giving separate earning and making sure the correct taxes are taken out overall	x		x					
8.23	Ability to have earnings (e.g. reimbursements) with no taxes recorded or only specific taxes applied constant equation of earnings and to reimburse Deduction (e.g.. dental, health and flexible spending account)	x		x					
8.24	Ability to support weighted average of FLSA overtime and take two or more rates of pay and calculate an average rate	x		x					Depending on Pay Code
8.25	Ability for FLSA routines to support 27-day overtime requirements Fire dept.	x		x					
8.26	Ability to assign an overtime calculation (e.g. straight time, time and a half, double time and one/third time) to an employee	x		x					Via Pay Type
8.27	Ability to exclude certain earnings from a percentage calculation (e.g. wages excluded for garnishment calculation, 401(a) retirement plans) and garnishments driven by court and earnings	x		x					

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
9. Employee Record Keeping									
	Data Collection and Reports								
9.01	Ability to track termination data to include information on in-service deaths and turnover (e.g. voluntary and why or involuntary and why) and support deceased and dependent payments	x		x					Via actions entry
9.02	Ability to collect and maintain employee classification data (e.g. full-time, part-time, regular and temporary); this should include reports for the Affordable Care Act	x		x					
9.03	Ability to report on total compensation including benefits	x		x					
9.04	Ability to track OSHA- and non-OSHA related health and safety incidents	x		x					
9.05	Ability to track and manage employee status changes, leaves, returns and separations from service; allow these updates to be done by HR Admins, streamline the process)	x		x					Via actions entry/accruals
9.06	Ability to record and track visa status	x		x					Via User Defined/May require SSRS for Tracking
9.07	Ability to track multiple transactions for tracking time/pay changes on the same employee on the same effective date (Ex. Track 1/2 sick leave and 1/2 flab on same day)	x		x					
9.08	Ability to track employee grievances	x		x					
9.09	Ability to track Driver's license type, restrictions and expiration date	x		x					
9.10	Ability to pull and use historical employee data for rehires, including previous employee number assignment	x		x					
9.11	Ability to track termination data to include information on in-service deaths and turnover (e.g. voluntary and why or involuntary and why) and support deceased and dependent payments	x		x					
9.12	Ability to collect and maintain employee EEO data and support all required governmental reporting	x		x					
9.13	Ability to collect and maintain employee classification data (e.g., full-time, part-time, regular, temporary). This should include reports for the Affordable Care Act	x		x					
9.14	Ability to provide retroactive and future effective dating	x		x					
	General Management and Supporting Documents								
9.15	Ability to maintain multiple addresses or start and/or end dates on an address for each employee and to indicate which address(es) are personal and which represent the employee's address on the employer's e-mail system	x		x					Multiple addresses
9.16	Ability to maintain multiple email addresses for each employee	x		x					
9.17	Ability to maintain the original date of hire, the current employment date and the adjusted seniority date and to perform system calculations based on these dates	x		x					May not be able to perform calcs on all dates
9.18	Ability to create an audit trail that records all data changes made	x		x					
9.19	Ability to create employee templates for hiring different types of employees	x		x					Job Class default types
9.20	Ability to show employee's ID photograph on screen	x		x					
9.21	Ability to automatically assign an employee number and use previous number for re-hires	x		x					
9.22	Ability to collect career data (e.g. city, worked-in location, reports-to location, reports-to supervisor, department, division, section, routing, job title (position title), job code and business units (e.g. division, section and routing))	x		x					
9.23	Ability to provide ability to record and manage general employee notes	x		x					May require user defined
	Self Service								
9.24	Ability to save employment, benefits documents online	x		x					Via TCM and benefits enrollment life events
9.25	Ability to attach documents to an employee's online record	x		x					Via TCM and benefits forms attaching paystubs and W2 records

#	Requirement	Required	Nice to Have	Baseline	Modification / Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
10. Funds and GL Management									
	General Management and Supporting Documents								
10.01	Ability to support a multi-segment account structure that captures financial information; funds and other items to cover current fund structure and/or provide industry best practice that covers: • Fund number • Sub-fund number • Function (e.g. Department) • User defined code (e.g. Airport codes include: Airfield, Administration, Building Maintenance, Custodial, Engineering, Safety etc.)	x		x					
10.02	Ability to support current Chart of Accounts and/or provide industry best practice to cover required details needed to show the financial accounting system hierarchy's and relationships; see **Appendix B-Attachment A_COW CHART of ACCTS**	x		x					May need discussion to clarify how it would be converted in its entirety
10.03	Ability to provide flexible coding string and classify accounting transactions by the following: a. account symbol/account fund symbol b. internal fund/sub-fund code c. budget fiscal year d. accounting quarter and month e. program f. organization g. appropriation h. project/grant i. organization cost account, cost center j. function k. cost center/program cost account l. object class, m. user definable codes n. budget function (and sub function code) o. General Ledger (SGL) attributes not specified above	x		x					
10.04	Ability to capture hierarchical object levels (4 levels) for expenditures and revenue and/or provide industry best practice to track profit and loss in the financial accounting system; see **Appendix B-Attachment B_Object Level 3 Codes**	x		x					These levels can be captured through Object Code character code and or Sub Object Code setup using another segment along with the Object code in place.
10.05	Ability to cross-reference (accounting) object level 3 codes to (purchasing) commodity codes	x		x					
10.06	Ability to support an invoice field on payable documents that is long enough to accommodate the extensive invoice numbers that come through on WC documents	x							Need more detail information to accurately respond

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
11. Grants & Projects									
	Data Collection and Reports								
11.01	Ability to provide flexible ad hoc reports and statements: • Appropriation is life-to-date vs. annual • Assigned category (e/g/ council district, sales tax area, CFDA, star district, sub recipient etc.) • Actuals, budget, capital assets, encumbrances, expenditures, invoices paid, revenue • Circular A-133 Reporting Requirements (SEFA) • Date range and monthly, quarterly and annual reporting • Detail levels and OCA • Fund, sub fund, • Grant/project (active/inactive and history) • Profit & Loss	x		x					Some Items may require SSRS
11.02	Ability to track and report by CFDA and cluster number; catalog federal domestic assistance number given for fed grants	x		x					Cluster numbers may require User Defined Field
11.03	Ability to inactivate closed projects or grants but retain history for reporting	x		x					
11.04	Ability to assign, via a field, and report by own grouping categories (e.g. project location for Local Sales tax report)	x		x					Via user defined fields
11.05	Ability to assign, via a field, and report by City Council Districts (multiple districts to one project)	x		x					Via user defined fields
11.06	Ability for aging reports that tie to General Ledger AR accounts- exportable into common file type, filterable and sortable	x		x					may require SSRS
11.07	Ability to create a user-configurable numbering scheme for grants and projects and to create reports using that scheme	x		x					
	General Management and Supporting Documents								
11.08	Ability to support robust (e.g. multi-fund budgeting, multi-year and GAAP accounting) grants/projects that are managed the same in the system	x		x					
11.09	Ability to set optional cash controls for all funds and receive an alert (e.g. grants/projects)	x							Need more detailed information to accurately respond
11.10	Ability for operating departments to request grants/projects creation electronically including OCA, project number, budget set-up for approval path	x		x					
11.11	Ability to control budget for grants/projects (e.g. detail, OCA, OL1, OL3)	x							Need more detailed information to accurately respond
11.12	Ability to allow grants/projects budget to carry over until the grant/project is inactivated; even they were past the set expiration date	x		x					
11.13	Ability to split into further grants/projects detail as needed	x		x					
11.14	Ability to post interest to select grants/projects; capture or change at time of set up of grants/projects	x							Need more detailed information to accurately respond
11.15	Ability to assign, via fields, projects and workflow for inputs/approval(s) as needed: set up assigned class or other defined terms (e.g. CFDA), set up project name, assign what date it can start and reserve a project number or range of project numbers by fund	x		x					With proper [illegible] may require user defined fields.
11.16	Ability to assign an end date for projects and grants	x		x					
11.17	Ability to tie grants/projects into Payroll data and calculate Engineering overhead, based on a predetermined ratio. Multiply the ratio times selected engineer's wages and distribute expense to projects or operating cost centers and record offsetting revenue in General Fund	x							Need more detailed information to accurately respond

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
12. HR-Administration									
	Competency Inventory								
12.01	Ability to maintain succession planning details (e.g. date acquired, proficiency, expiration date, etc.) and history of: certifications, licenses, education, skills, languages, honors and awards, memberships and prior work experience	x		x					Certs, licenses, education, skills, limited succession planning available.
12.02	Ability to maintain competency information for employees, applicants and terminated employees	x		x					
12.03	Ability to report on employee population based on specific skill levels and proficiencies	x		x					May require SSRS
12.04	Ability to report on employee gaps against current or future positions	x		x					
	Compliance Reporting								
12.05	Ability to maintain employee information relating to EEO, VETS, ADAAA, ACA-HCR and other required reporting components	x		x					EEO/ACA
12.06	Ability to provide EEO4 reporting by race and gender designation, by department and total City; that show 2010 community labor statistics by race, gender and EEO categories	x		x					EEO-4/EEO-5
12.07	Ability to maintain the organization's current year's EEOP	x				x			Analysis needed to quote
12.08	Ability to track OSHA- and non-OSHA related health and safety incidents	x		x					
12.09	Ability to track accommodation requests, costs and supporting comments in line with the Americans with Disabilities Act (ADAAA)	x		x					Via Munis purchasing
12.10	Ability to track and report cumulative FMLA time taken in defined categories	x		x					May require SSRS
12.11	Ability to track details related to FMLA and non-FMLA applicable absences	x		x					
12.12	Ability to support intuitive hours retrieval to determine FMLA eligibility	x		x					Need more info on intuitive hours
	Data Collection and Reports								
12.13	Ability to set up and manage daily/weekly/bi-weekly/monthly/yearly recurring reports, including payroll runs auditing-balancing reports, tax reporting, departmental position-supervisory reporting, etc.	x		x					Some may require SSRS
12.14	Ability for vendor supplied pre-built reports for standard compliance; including but not limited to EEO reports/ACA-HCR reports/Taxes-W2 reports/Union contract reports, etc.	x		x					EEO/ACA/Taxes/W2
12.15	Ability to create organizational charts based on department/division/organization-wide/real-time or future-date based on modeling	x			x				Via Visio
12.16	Ability to provide reporting of eligible leave balances	x		x					
12.17	Ability to save reports in multiple formats (i.e.... PDF, EXCEL, WORD)	x		x					
	Employee Relations								
12.18	Ability to generate union reports	x		x					May require SSRS
12.19	Ability to track union membership	x		x					
12.20	Ability to maintain union vacation eligibility and accrual each pay period using union code and years of service	x		x					Based on accrual table setup
12.21	Ability to track employer-paid benefits for union members (e.g. clothing allowance, education pay, shift differential and special duty pay)	x		x					
	General Management and Supporting Documents								
12.22	Ability to transfer all current HR/payroll systems data to replacement system via automation	x		x					Conversion options exist for migration
12.23	Ability to support online configuration and calculations of leave accrual rules	x		x					
12.24	Ability to print to screen or print preview for viewing reports prior to printing	x		x					
12.25	Ability to provide an interface to our general ledger system	x		x					(Interface to SAP Finance) GL journal export available
12.26	Ability to allow security definition by function, screen and organization level, both online and in batch	x		x					Via Role Based Security

12.33	Ability to create automated approval processing (including support of possible 3rd party software) of all HR management forms and maintain approval history. Approval processing must have the ability to accept approval assignments based on hierarchal requirements by department/division/section/end user. Approval processing must posses the ability to archive documents for permanent storage and recall as necessary in a comprehensive format defined by HR. Defined forms required but not limited to: demotions/promotions/terminations/new hires/position movement/department-division re-assignment/shift changes/leave category approvals/suspensions/unscheduled rate changes	x		x					Via Munis Workflow/TCM
	Paid Time Off Tracking								
12.34	Ability to track paid time off according to city policies and bargaining agreements, which may vary by employee group; each union can be different on probation periods and ability to do certain things	x		x					
12.35	Ability to accrue sick and vacation based on employee's anniversary, employee type and/or other client-defined criteria	x		x					
12.36	Ability to differentiate leave tracking options based on different employee groupings (e.g. Fire and police sergeants receive different rates due to working different hours)	x		x					
12.37	Ability to provide online report to review employees with negative balances during pay cycle	x		x					May require SSRS
12.38	Ability to provide reporting of eligible leave balances	x		x					
12.39	Ability to support online configuration and calculations of leave accrual rules	x		x					
12.40	Ability to view/print available sick and vacation accruals, exempt PTO balances, available personal holidays and well day hours and comp time balances on pay stubs	x		x					May require Tyler Forms
	Salary Administration								
12.41	Ability for unlimited number of salary plans and grades	x		x					
12.42	Ability to build salary ranges by annual salary, hourly rate and per-pay-period	x		x					
12.43	Ability to enter minimum, midpoint and maximum amounts for exempt salary ranges with the system calculating intermediate amounts and system notification of at maximum amount with override required to proceed	x		x					May require Pay Bands
12.44	Ability to apply user-defined differentials to salary plans and grades	x		x					Salary tables customized via setup
12.45	Ability to track a user-defined number of steps within a salary grade	x		x					
12.46	Ability to calculate and record compa-ratio	x		x					
12.47	Ability to tie pay grade to job and position codes	x		x					
12.48	Ability to perform mass updates to pay grade ranges and user-defined differentials at any time	x		x					
12.49	Ability to report on different earnings types	x		x					
12.50	Ability to calculate equivalent pay rates in multiple forms	x		x					
12.51	Ability to perform salary changes	x		x					
12.52	Ability for future date salary changes	x		x					
12.53	Ability to record multiple reasons for rate/salary changes	x		x					
12.54	Ability to perform mass updates to pay changes or user defined data at any time. (e.g. Change rates of pay based on union, salary range administrative changes, groups by departments, functions or positions)	x		x					
12.55	Ability to distribute performance appraisals based on user defined definitions and approval paths through system or 3rd party software such as SharePoint	x		x					
12.56	Ability to display multiple summaries and analytics of data values display, including charts and graphs	x		x					Via Cubes
12.57	Ability to report on total compensation including benefits	x		x					

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
13. HR-Self Service									
	Employee Self Service								
13.01	Ability for HR/ Payroll administration reporting and notifications that are integrated into self service and may or may not require HR/Payroll administration approval dependent on configured parameters	x		x					
13.02	Ability to provide a single self-service site	x		x					
13.03	Ability to securely access from the web via multiple devices	x		x					
13.04	Ability for employees to enter, update or view their personal information	x		x					
13.05	Ability for employees to enroll in training classes	x		x					
13.06	Ability for employees to view training transcript	x		x					
13.07	Ability for employees to view, print and download an exact copy of their pay stub online	x		x					
13.08	Ability for employees to view, print and download a copy of their W-2(s)	x		x					
13.09	Ability for employees to change tax withholdings, addresses and direct deposit	x		x					
13.10	Ability for employees to view and/or change information about their internal resume	x		x					
13.11	Ability for employees to apply for internal positions online	x		x					
13.12	Ability to provide capability for employee to elect paperless or electronic pay statements and/or W-2s	x		x					
13.13	Ability to include W-2 natively within self service so employees can access without secondary sign-on requirements	x		x					
13.14	Ability for employees to see information in Spanish	x				x			Browser may be able to translate
13.15	Ability for Payroll and self-service updates that are real time when HR/Payroll approval not required	x		x					
13.16	Ability to enroll in and make changes to benefits online with required parameters that don't allow completion until each required step is completed (e.g. benefits steps can not be completed until previous step is done and have employee review/accept changes or review current enrollment even if no changes and web site policy document on website, including new changes, documents needed for any changes, etc.)	x		x					
13.17	Ability to save on-line benefits enrollment forms at any step of the process to be accessed by employees when information is gathered to complete them	x		x					
13.18	Ability to set an end date to benefits enrollment that will stop employees from completing forms when date cutoff is reached. Ability to access portal from home to make insurance updates/changes	x		x					
13.19	Ability for policy acknowledgement functionality to configure policies and notify and request acknowledgement from employees (Union contracts, sign off on all policies shared during orientation, updates as policies are changed)	x		x					
13.20	Ability to provide workflow capabilities so employee changes do not directly update the payroll database	x		x					
	Manager Self Service								
13.21	Ability for HR/ Payroll administration reporting and notifications that are integrated into self service and may or may not require HR/Payroll administration approval dependent on configured parameters	x							Need more detailed information to accurately respond
13.22	Ability to provide a single self-service site	x		x					
13.23	Ability for managers to view: employee name, employee rate of pay, employee birthday/anniversary, department listings, employee-completed training, employee paid time off balances, employee emergency contacts, employee employment history, employee performance history, employee salary history, employee performance history, employee salary history, employee competencies etc.	x		x					Name, rate, dept, accruals, pay history, performance evals along with others.
13.24	Ability for managers to complete performance reviews	x		x					
13.25	Ability for managers to model and complete increases and apply to overall budget	x		x					Via salary and benefit projections but not via self service
13.26	Ability to calculate salary changes based on employee's performance appraisal and compa-ratio (recommended guideline increase)	x		x		x			Performance based increases are available but need more info if scenarios are supported

#	Requirement	Required	Nice to Have	Baseline	Modification / Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
14. Payroll									
	Data Collection and Reports								
14.01	Ability to provide work status reports comparing injury to personnel	x		x					
14.02	Ability to access, create editable report templates and report on entire Payroll system to meet day to day state reports requirements (e.g. withholding, marital status, number of dependents etc.	x		x					
14.03	Ability to track termination data to include information on in-service deaths and turnover (e.g. voluntary and why or involuntary and why) and support deceased and dependent payments	x		x					
14.04	Ability to provide flexible ad hoc risk management templates, reports and statements: 1. Delineate city and employee shares of fringe benefit costs. 2. Provide workers comp wage statements (for general and court) use. 3. Provide injury leave benefit payments. 4. Calculate City's share of life insurance for billing (basic, supplemental, basic + spouse) 5. Provide work status reports comparing injury to personnel 5. Ability to access, create editable report templates and report on entire Payroll system to meet day to day state reports requirements (e.g. withholding, marital status, number of dependents etc.	x		x					May require SSRS
14.05	Ability to meet industry standards for NCCI (insurance entity) to maintain, manage and report on annual employee classification codes to determine worker's compensation rates	x		x					
14.06	Ability to report on insurance billing, union dues, deferred comp, etc. (e.g. health care/Dental/garnishments reconciliation)	x		x					May require SSRS
14.07	Ability to provide an audit report detailing all changes to the general ledger interface	x		x					
14.08	Ability to track termination data to include information on in-service deaths and turnover (e.g. voluntary and why or involuntary and why) and support deceased and dependent payments)	x		x					
14.09	Ability to generate sick and vacation liability reporting	x		x					
14.10	Ability to report imputed income items to general ledger (e.g. life over 50)	x		x					
14.11	Ability to run reports that detail what charges occurred in a given account for a given timeframe	x		x					
14.12	Ability to run reports that detail where an individual employee's charges were posted in the GL	x		x					
14.13	Ability to fully comply with payroll reporting and withholding requirements established by state and federal agencies.			x					Federal and State Mandates
	Deductions, Garnishments, etc.								
14.14	Ability to support multiple garnishments per employee and to accrue the total paid against each garnishment and to cap the amount paid at the total due	x		x					
14.15	Ability to differentiate the type of wage attachment (e.g. garnishments, support, bankruptcy, court order document)	x		x					
14.16	Ability to prioritize multiple garnishments based on the type of court order and state law	x		x					
14.17	Ability to record case number or multiple case numbers on employee record for multiple garnishment or wage withholding orders	x		x					
14.18	Ability for garnishment calculation to coordinate with other withholdings like child support	x		x					
14.19	Ability to calculate and provide evidence of compliance with: garnishments, tax levies, and child support	x		x					May require SSRS/Mail Merge to customize a report of payments
14.20	Ability to process termination letters for wage withholding and garnishment orders	x		x					May require Mail Merge/SSRS
14.21	Ability to have multiple garnishments and prioritize and prorate attachments. Designate a specific percentage	x		x					Multiple garnishments permitted along with deduction priorites.
14.22	Ability to support multiple (10+) child support and separate maintenance obligations per employee and additionally record the jurisdictions, case numbers and ending dates of the obligations	x		x					
14.23	Ability to withhold a pre-defined administration fee as allowed by Kansas Statute not to exceed withholding ceilings and parameters	x		x					Deductions can be set with limits by month/year etc.
14.24	Ability to establish pay period and monthly deduction dollar limits (e.g. these deductions should be automatically stopped for a defined pay period, flex spending)	x		x					
14.25	Ability to exclude certain deductions (e.g. medical coverage for dependent child)	x		x					
14.26	Ability to allow differing marital status or withholding allowances for federal and state tax calculations	x		x					
	General Management and Supporting Documents								

14.36	Ability to create payments for court authorities or other entities to be paid	x		x					Vendor payments
14.37	Ability to include addendum information on payment to court authorities (i.e., employee names, docket number, gross pay, son's, etc.) Field information, pull information over to checks	x		x					
14.38	Ability to allow City of Wichita Kansas to update or modify the chart of accounts and rerun data files to ensure timely entry of payroll transactions into the general ledger	x		x					Some forms of validation/modification are available.
14.39	Ability to produce a gross-to-net payroll register for a specific employee for a given period of time Currently a PayCP	x		x					
14.40	Ability to provide drill-down to the payroll functionality into payroll transactions to aid research	x		x					
14.41	Ability to support unlimited chart of account field length (e.g. accounting and payroll)	x						x	
14.42	Ability to generate month-end financial accruals	x		x					
14.43	Ability to format file to meet specifications of the City's bank; currently Intrust Bank of Wichita	x		x					User defined formatting available. Will depend on the required format to determine if this is baseline or will require an enhancement.
14.44	Ability to create a positive pay file for transmission to the bank (e.g. manual checks are cashed and have the cash available)	x		x					
14.45	Ability to recall a direct deposit from bank (e.g. overpayments)	x		x					
14.46	Ability to accommodate manual checks, non-paid updates, voids, cancels, and reissues online Ability to update immediately for current payroll changes	x		x					
14.47	Ability to process special, off-cycle checks and ACH transactions using normal taxing or supplemental taxing as defined when the off cycle check is created	x		x					
14.48	Ability to print year-to-date values on manual checks	x		x					
14.49	Ability to ACH a manual check	x		x					
14.50	Ability to complete document cancellations	x							Need more detailed information to accurately respond
14.51	Ability to provide baseline functionality which allows us to calculate the amounts of Payroll 26 accruing to each fiscal year	x		x					
14.52	Ability to support state and federal tax calculations	x		x					
14.53	Ability to maintain all current federal and state tables and supplemental tax rates programmatically	x		x					
14.54	Ability to allow for additional amount tax withholdings for federal and state taxes	x		x					
14.55	Ability to record effective dates of tax changes, marital status and federal and state exemptions	x		x					
14.56	Ability to provide online check calculation capabilities (i.e., "what-if" scenario modeling for salary and tax exemption changes) self service	x		x					
14.57	Ability to prevent changes (by Payroll directly or by ESS) to W-4 tax status when an IRS lock-in letter is in place	x		x					W-4 access can be turned off in ESS. Deduction access would need to be restricted to prevent updates by payroll.
14.58	Ability to reprint, recreate or correct 941s, KW3, W2, W3, and SUI, W2C, W3C, KW3C files in the formats appropriate for IRS FIRE system, Kansas Department of Revenue and Kansas Department of Labor	x		x					Where original can be produced.
14.59	Ability to run a payroll during the daytime with users still able to access the system	x		x					
14.60	Ability to move retirees from active employees or separate them out	x		x					Via status update/Termination
	Interfaces and Workflow								
14.61	Ability for e-timesheets to workflow for approval to include workflow to Risk Management for work comp benefit and wage adjustments	x		x					ESS Time Sheets can be routed through workflow for approval.

#	Requirement	Required	Nice to Have	Baseline	Modification / Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
15. Pension Management									
	Data Collection and Reports								
15.01	Ability for Pension Management to look up and report on combinations of the following key data: • Name (Employee) • Department (Employer) • SSN or primary key that is less susceptible to identity theft • Total Salary by pay category • Pensionable Salary by pay category • Annual Salary • Contribution amount for pension by pay category; contribution to 457 plan • New employees with Pension Plan • Employee by pay category and deduction category grouped by type • Terminated employees (full-time, part-time and transit) • Active employees with Pension Plan • Return dates from Military Leave • Status (e.g. full-time, part-time, Teamsters, and City Council etc.) •All Active employees with deduction fields for deferred compensation, even if amount is $0 • Final vacation payment (note: no pension withheld) • Employee status (e.g. ACTIVE – FULL TIME, ACTIVE LMT-PT, ACTIVE-COMMISSIONED, FML INTERMITTENT, etc.)	x		x					
15.02	Ability to mark pay categories as pensionable	x		x					
15.03	Ability to flag an employee as non-pensionable (e.g. Teamsters, City Council, some Transit employees etc.)	x		x					
15.04	Ability for HR to enter and alert Controller, Payroll, Pension Management and Risk Management with actual death date	x		x					Via Personnel Actions
15.05	Ability to code beneficiaries of active employees for retirement & life insurance in the system and/or make available via ESS	x		x					
15.06	Ability to report beneficiary statements on retirement & life insurance to provide to active employees	x		x					May require SSRS
	Interfaces and Workflow								
15.07	Ability to support and provide pension management interfaces from Payroll that sync up with the pay cycles to include but not limited to: • Pensionable pay by pay type • Payroll adjustment amounts • EE and ER pension contributions • EE demographic data • Dependent demographic data Leave accrual data (e.g. vacation, sick, longevity pay etc.) • Miscellaneous HEDs; information related to deductions for health, dental, life insurance, deferred compensation, etc. that are withheld from employees' paychecks	x		x					
15.08	Ability to accept an interface into the Payroll system from the 457 provider	x		x					Via Employee Import
15.09	Ability to send an interface to the 457 provider containing pay tax, Roth, loan payments etc.	x		x					Via User Defined Export

#	Requirement	Required	Nice to Have	Baseline	Modification / Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
16. Performance Management									
	Data Collection and Reports								
16.001	Ability to collect and track if an employee was disciplined as a result of an accident	x		x					
16.002	Ability to provide a report on performance management--document durations, document production figures, PO dollar amounts (e.g. by year, by region, etc.)	x				x			Analysis needed to quote
16.003	Ability to report based on all competency structures (e.g. job families, core values, leadership, career path, job function) across organizational hierarchies, talent pools and other groupings	x		x					
16.004	Ability to report competencies across any talent management process that utilizes and integrates competencies	x		x					Employee evaluations only
16.005	Ability to create and track user "resume" (e.g. career profile)	x		x					
16.006	Ability to collect and track if an employee was disciplined as a result of an accident	x		x					
	General Management and Supporting Documents								
16.007	Ability to maintain information pertaining to an employee's performance	x		x					
16.008	Ability to record review type	x		x					
16.009	Ability to define and configure Performance Planning Process cycles based on business requirements	x		x					
16.010	Ability to enable managers to view performance rating as a column on a compensation worksheet	x		x					May require SSRS
16.011	Ability to record appraisal date	x		x					
16.012	Ability to retain history of appraisal dates and scores	x		x					
16.013	Ability to track the name of manager completing appraisal	x		x					
16.014	Ability for performance level/score/rating	x		x					
16.015	Ability to maintain performance appraisal history	x		x					
16.016	Ability to track individual development plans	x		x					
16.017	Ability to track goals and objectives	x		x					
16.018	Ability to attach documents to the employees online record	x		x					
16.019	Ability to include comments section for managers, employees and multiple raters	x		x					
16.020	Ability to manage development goals	x		x					
16.021	Ability to assign/align development goals to performance goals.	x				x			Analysis needed to quote
16.022	Ability for reminder notifications for planning events	x		x					Via Tyler Alerts
16.023	Ability for HR to identify critical competencies by organizational unit, jobs and/or positions	x		x					
16.024	Ability to support off-cycle performance reviews for transfers, promotions, demotions	x		x					
16.025	Ability to enable organizations to configure the goal management framework according to their business requirements (e.g. goal attributes - timeframe, responsibilities, measurement)	x		x					
16.026	Ability to support quantitative goals/objectives	x		x					
16.027	Ability to support cascading goals (e.g. top-down inheritance)	x				x			Analysis needed to quote
16.028	Ability to support track able sub goals or action items	x				x			Analysis needed to quote
16.029	Ability to enable managers to create targets and stretch goals	x				x			Analysis needed to quote
16.030	Ability to enable managers to modify the weighting or prioritization of cascaded goals	x				x			Analysis needed to quote
16.031	Ability to enable HR practitioners to create goals groupings or clusters	x		x					

16.041	Ability to enable managers to assign competencies	x		x					
16.042	Ability to enable competency models to be assigned to organizational units, job families, jobs, and/or positions	x		x					Based off setup
16.043	Ability to support behavioral anchors/attributes for each competency and competency models	x		x					
16.044	Ability to support weighted competencies on performance plans	x		x					
16.045	Ability to rate competencies and behavioral anchors/attributes	x		x					
16.046	Ability to support multiple planning forms configuration and rating scales	x				x			Analysis needed to quote
16.047	Ability to enable HR practitioners to custom design their forms	x		x					Via SSRS/Mail Merge
16.048	Ability to enable collaboration on the forms (e.g. manager and employee working simultaneously)	x		x					Based on user access
16.049	Ability to support both performance goals and competencies on planning forms	x		x					
16.050	Ability to enable updating of goals and competencies on the forms outside of formal review periods	x		x					
16.051	Ability to enable managers to select competencies from the competency library to assign to employees	x		x					
16.052	Ability to support auto-calculated or manually calculated performance ratings	x		x					
16.053	Ability to enable employees to conduct a competency analysis against their development plan	x				x			Analysis needed to quote
16.054	Ability to enable managers to assign and recommend development activities to an employee's development plan	x		x					
16.055	Ability to enable employees or managers to update development activities on an employee's development plan	x		x					Users with required access level
16.056	Ability to enable managers to assign a coach or mentor for the employee	x		x					May require user defined or notes fields
16.057	Ability to provide a workflows to track coaching and mentoring activities	x		x					
16.058	Ability to enable approval routing of development plans	x		x					
16.059	Ability to support multiple rating scales on performance reviews	x		x					Based of setup and use
16.060	Ability to enforce lockstep/sequential contribution on the forms	x				x			Analysis needed to quote
16.061	Ability to support for different rating scales for goal/objectives vs. competencies	x				x			Analysis needed to quote
16.062	Ability to support for different rating scales for quantitative goal/objectives vs. qualitative goals/objectives	x				x			Analysis needed to quote
16.063	Ability to enable HR practitioners to determine the % weighting of performance results/rating and competencies/values rating	x		x					
16.064	Ability to enable HR practitioners to determine if competencies will be rated at the competency level or the behavioral level	x				x			Analysis needed to quote
16.065	Ability to enable non-rated employee self-assessments	x		x					
16.066	Ability to enable managers to assign weightings for performance reviews based on the rater	x		x					
16.067	Ability to support a writing assistant for spelling checks and internally controlled wording	x		x					In notes fields
16.068	Ability to support a writing assistant to make recommendations on how to provide feedback	x		x					Could be done by embedding a link within the eval
16.069	Ability to enforce access to certain sections of the forms (employee cannot see manager notes etc.)	x				x			Analysis needed to quote
16.070	Ability to enable managers to review their employee's complete performance history (for new transfers or promotions)	x		x					
16.071	Ability to enable the system to calculate a goals subsection and a competencies subsection based on the rating scale, ratings, and weightings unique to each section	x				x			Analysis needed to quote
16.072	Ability to support a consolidated/overall performance rating based on the weighting of performance results/rating and competencies/values rating	x				x			Analysis needed to quote
16.073	Ability to support a manager's ability to override calculated score and added explanation	x		x					
16.074	Ability to enable routing of performance reviews for a Performance Planning Review approval in any status (in progress or final)	x				x			Analysis needed to quote
16.075	Ability to enable electronic signature of final performance reviews	x		x					
16.076	Ability to support printable version of final performance reviews	x		x					May require Mail Merge/SSRS
16.077	Ability to store year-to-year performance ratings	x		x					
16.078	Ability to automatically route performance rating data to other TM modules (e.g. succession, compensation and workforce planning)	x				x			Analysis needed to quote
16.079	Ability to enable managers to easily access talent profiles including performance history to support decision making	x		x					
16.080	Ability to provide managers with budgets and guidelines to ensure accurate pay decisions	x		x					Via salary and benefit projections
16.081	Ability to enable administrators to set business rules to alert users to policy violations	x				x			Analysis needed to quote
16.082	Ability to enable managers to easily access employee/talent profile information from the compensation worksheet including performance history, potential, special competencies & skills, succession plan information, flight risk information, and mobility	x				x			Analysis needed to quote
16.083	Ability to enable managers to view the compa-ratio of employees on the compensation worksheet	x		x					may require user to produce a "worksheet"
16.084	Ability to enable managers to easily access an employee's compensation history from the worksheet	x		x					may require user to produce a "worksheet"
16.085	Ability to enable managers to link incentives to specific employee goals	x		x					May require user defined fields
16.086	Ability to enable administrators to create, configure and copy workflows, templates and form design including approval process management through the interface	x		x					Workflow business rules can be created configured with proper security

16.096	Ability to support weighted competencies	x		x				
16.097	Ability to auto generate recommended or required development activities based on competency assessment	x				x		Analysis needed to quote
16.098	Ability to assign competencies to learning activities (courses, curricula, workshops, webinars, etc.)	x		x				Via user defined setup
16.099	Ability to link competencies to predefined development activities, such as deployed through career paths	x				x		Analysis needed to quote
16.100	Ability to limit access (read, edit) to succession plans based on security role	x		x				
16.101	Ability to automatically import performance rating data onto the succession planning grid	x				x		Analysis needed to quote
16.102	Ability to graphically display the manager's direct report organization	x		x				Via Visio Org Chart
16.103	Ability to determine attrition risk	x				x		Analysis needed to quote
16.104	Ability for managers to see successors nominated by other managers for positions under their control	x		x				Based off role access
16.105	Ability for managers and HR practitioners to view a comparison of employees based on their talent profiles	x		x				SSRS may be required depending on the desired comp.
16.106	Ability to create custom metrics/formulas (taking multiple ratings and applying custom formula, weighting, measures)	x		x				
16.107	Ability for managers to conduct succession scenarios based on succession plans	x		x				
16.108	Ability to assign development plans and activities for candidates in a talent pool / succession plan	x				x		Analysis needed to quote
16.109	Ability to integrate succession data with workforce planning systems	x				x		Analysis needed to quote
16.110	Ability for data integration with the recruitment systems for internal sourcing activities	x		x				Import/Export programs available where applicable.
16.111	Ability to automatically feed final high potential ratings to the compensation module to support 'pay-for-potential' planning	x				x		Analysis needed to quote
16.112	Ability for managers to identify candidates on a succession plan for a specific job/position	x				x		Analysis needed to quote
16.113	Ability to run internal candidate searches on the basis of custom criteria	x		x				
16.114	Ability to compare candidates	x		x				
16.115	Ability for managers to access an employee's compensation history from the worksheet	x		x				May require ssrs to develop worksheet
16.116	Ability for managers to view performance ratings and/or succession ratings on the compensation worksheet	x		x				Via SSRS
16.117	Ability to cap compensation adjustments at maximum or indicate when over maximum	x		x				
16.118	Ability for a compensation plan history audit trail including approvals, denials and comments for all actions taken on plan	x		x				
16.119	Ability to roll up cascading budgets	x		x				Salary and benefit projections can be rolled into the budget
16.120	Ability to manage functionality by turning on or off optional functionality	x		x				Where applicable
16.121	Ability to support ADA section 508 compliance	x				x		Need more detailed information to accurately respond
16.122	Ability to create, edit and assign groups based on organizational criteria, roles and talent pools	x		x				
16.123	Ability to create custom fields and leveraging throughout workflows and reporting	x		x				User defined fields available where applicable. May require SSRS for reporting.
16.124	Ability for managers to receive email reminder notifications (i.e., 30, 60, 90 days)	x		x				Via Tyler Alerts
16.125	Ability to embed user help pages for user, manager and administrator	x		x				User help available on most screens. Additional attachments can be included via TCM.
	Interfaces and Workflow							
16.126	Ability to route appraisals through a user-defined approval path	x		x				
16.127	Ability to configure the interface design (i.e. functionality, branding) by organizational hierarchy, domains, roles, talent pools	x				x		Analysis needed to quote
16.128	Ability to support automated approval processing (including possible 3rd party software) of all performance management forms and the ability to catalog them. Approval processing must have the ability to accept approval assignments based on hierarchal requirements by department/division/section/end user. Approval processing must posses the ability to archive documents for permanent storage and recall as necessary in a comprehensive format defined by HR	x				x		Analysis needed to quote
16.129	Ability to enable approval routing of performance plans	x		x				
16.130	Ability to support user configuration of interface	x				x		Analysis needed to quote
16.131	Ability to support workflows that enable managers to rate each competency for criticality to job performance	x				x		Analysis needed to quote
16.132	Ability to modify workflow by audience	x		x				Multiple business rules can be configured and defined by group/location etc.
16.133	Ability for users to accept interface localization/language or select from available interface languages	x				x		Analysis needed to quote

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
17. Position Management									
	Data Collection and Reports								
17.01	Ability to report on staffing variances for headcounts/FTEs	x		x					
17.02	Ability to report position information to portal or dashboard for department review: budgeted vs. actual, budgeted position number, budgeted position name, budgeted range, actual employee name, actual pay, actual range and actual title		x	x					Employee/Position information available via dashboard
17.03	Ability to generate exception reports for positions where expenditures are over budget or the position is filled even though it is not authorized		x	x					Via SSRS
	General Management and Supporting Documents								
17.04	Ability to control and manage positions in a way that supports the budget (as adopted by City Council) as the authorizing mechanism for positions	x		x					
17.05	Ability to calculate year-end payroll accrual (move a certain number of days of payroll expenses from one year to the next)		x	x					Accrual Year End Process
17.06	Ability to establish a primary key/unique control number for each position	x		x					
17.07	Ability to support rules for positions such as: each position may contain exactly one employee unless vacant; an employee can be assigned to multiple positions if working part-time in two assignments		x	x					With proper setup
17.08	Ability for budget to integrate with payroll module to import data such as employee name, position title, range, step, pay rate, years of service, pension plan, health plan, bargaining unit	x		x					Employees allocated to a position are linked to said position
17.09	Ability to automatically generate b/w budgeted salaries based on range and step of each position	x		x					
17.10	Ability to automatically generate b/w and monthly budgeted benefits, taxes, and other pay based on characteristics of each position	x		x					
17.11	Ability to automatically update projected employee step based on merit month and then update b/w salary for remaining pay periods	x		x					
17.12	Ability to label positions status with terms such as "approved," "eliminated," "generated," "frozen," or "proposed"	x		x					Via Description Update
17.13	Ability to retain range, position title, and bargaining unit for vacant and held positions if there is no current employee	x		x					
17.14	Ability to automatically label positions as "vacant" as when a position is vacated. Add termination date to position history data		x	x					Vacancy reporting available.
17.15	Ability to assign funding source (OCA) to each position. In some cases a position is allocated to multiple cost centers	x		x					
17.16	Ability to create workflow for authorizing (creating) all positions (through the budget process or administratively)	x		x					
17.17	Ability to automate export of authorized positions to payroll module	x		x					Munis Payroll
17.18	Ability to automate workflow for position requisitions (hiring) that checks items such as position status and position budget. Personnel requisitions when a position status is other than active and has adequate budget for remainder of year will be flagged for manual entry (override or rejection)	x		x					
17.19	Ability to support position reclassifications (e.g. budget plan updated with new ranges and titles)		x	x					
17.20	Ability to include position history in order to track position study workflow and attach process history and documentation to studied or reclassified position history.		x	x					May require TCM for attachments
17.21	Ability to track position changes from year to year and maintain a table of changes by funding source		x	x					
17.22	Ability to provide log for each position that would include items such as position authorization date and approver, position change date and approver, and employee history (hire or promotion date, termination or promotion date, employee name, b/w salary)		x	x					Via workflow and audit history as well as notes fields and position history.
17.23	Ability to support position reclassifications (e.g. budget plan updated with new ranges and titles)		x	x					
17.24	Ability to include position history in order to track position study workflow and attach process history and documentation to studied or reclassified position history.		x	x					
17.25	Ability to track position changes from year to year and maintain a table of changes by funding source		x	x					Audit history and employee position history available.
	Ability to provide log for each position that would include items such as position authorization date and approver, position change date and approver, and employee history (hire or promotion date, termination or promotion date,		x	x					Via workflow and audit history as well as notes fields

#	Requirement	Required	Nice to Have	Baseline	Modification / Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
18. Purchasing									
	Addenda, Bids and Solicitations								
18.001	Ability to support addenda, bids and solicitations for Purchasing	x		x					
18.002	Ability for to select options on how to generate a solicitation for bids: group, proposal, aggregate cost and alternate	x		x					
18.003	Ability to rank bids by ability to meet pre-determined or weighted criteria	x		x					
18.004	Ability to control level of bid results released by bid	x			x				Analysis needed to quote
18.005	Ability to create bid labels (e.g. vendor labels)	x		x					Via mail merge
18.006	Ability to ask custom bid questions and solicit vendor responses to specific questions at bid time/item level (e.g. qualification, employer size, etc. Track of EEO's over $5000)	x		x					
18.007	Ability to tabulate and evaluate bids (e.g. price by items, groups or defined price preference to certain vendors) and post results in excel	x		x					Limited Excel reports, may require SSRS
18.008	Ability to schedule conference for a bid/RFP	x		x					
18.009	Ability to generate a bidder vendor master list and/or record a list of all vendors who access a particular solicitation electronically	x		x					
18.010	Ability to enforce bid submission deadlines	x		x					
18.011	Ability to keep closed/sealed bids encrypted, until the bid is opened but at same time be able to confirm vendor application received on a bid	x		x					
18.012	Ability to publish bid results to vendor self service site and be able to make city comments for bid results. (e.g. next to vendors name/amount state: Award 10/21/2014 PW & Utility Dept.)	x		x					
18.013	Ability to control and log changes made on a solicitation	x		x					
18.014	Ability to allow all purchasing documents and line items to be copied and replicated at any position in a solicitation	x		x					
18.015	Ability to create and use document templates for including frequently required supplemental information, forms or attachments (e.g. EEO requirements)	x			x				Analysis needed to quote
18.016	Ability to generate solicitations from requisitions	x		x					
18.017	Ability to allow multiple addenda to solicitations	x		x					
18.018	Ability to allow user to request (subject to Purchasing approval) the solicitation method desired (e.g. legal bid, RFP, sole source, etc.)	x		x					
18.019	Ability to add evaluation for price preference to certain vendors	x		x					
18.020	Ability to provide a list of vendors electronically notified of bids, including vendor identity, date, time, notification method and email address/fax number	x		x					
18.021	Ability to support multiple contact persons for notifications of new solicitations and addendums	x		x					
18.022	Ability to apply purchase orders/requisitions against contracts or blanket purchase orders	x		x					
18.023	Ability to identify and notify vendors of new solicitations and addendums	x		x					
18.024	Ability to create purchase order and contracts from a bid, split one bid into multiple contracts or purchase orders, enter a line selection for generation on solicitation, bid or purchase order and/or convert two POs to one requisition or multiple vendor	x		x					
18.025	Ability at bid opening to allow Purchasing staff to publish bids (show the online bids) and be able to enter in manual bids (only the vendor and the amount), then after bid opening, purchasing staff still has the availability to enter in bids until they open the solicitation	x		x					
	Change Orders								
18.026	Ability to make and manage Change Orders for Purchasing; change orders should require an over-ride if it touches prior year appropriated budgets	x		x					
18.027	Ability to make unlimited change orders identified by a unique and linked number to the original PO	x		x					
18.028	Ability to totally liquidate the balance on an individual line by change order	x		x					
18.029	Ability to track/report on change orders/contract modifications	x		x					

18.030	Ability to control and log change orders on a Purchase Order and see the history	x		x				
	Data Collection and Reports							
18.031	Ability to report on Purchasing data	x		x				
18.032	Ability to provide encumbrance reports (open, user defined, exportable into common formats)	x		x				
18.033	Ability to provide fuel reports on any combination of vendors and commodity codes, see **Appendix B-Attachment C_Commodity Code Listing**	x		x				May Require SSRS
18.034	Ability to run open Purchase Orders for yearend and roll open POs into new year capturing the original creation date, rollover date and last date of activity	x		x				
18.035	Ability to run a payment summary on status (e.g. minority owned vendors, women owned vendors, ethnicity etc.) (e.g. purchase Order over $5,000 and status	x		x				Some May Require SSRS
18.036	Ability to provide a Purchase Order Report by Date Range with variable minimum dollar threshold	x		x				
18.037	Ability to provide a requisition aging report	x		x				PO Aging Yes, REQ may require SSRS
18.038	Ability to report on NIGP (5-digit) commodity codes/accounting codes	x		x				
18.039	Ability to track commodity consumption by commodity & vendor	x		x				
18.040	Ability to report on vendor master record changes daily	x		x				May Require SSRS
18.041	Ability to capture and maintain the following information related to each commitment document, including amendments: a. requisition number, b. appropriate accounting classification values, and c. estimated amounts. d. Liquidations e. Current Balance	x		x				
	General Management and Supporting Documents							
18.042	Ability to manage purchasing processes, rules and related documents	x		x				
18.043	Ability to process a cancellation to part/the whole of a procurement document (e.g. PO or line item)	x		x				
18.044	Ability for end user to see status purchasing documents	x		x				
18.045	Ability to employ and link NIGP (5-digit) commodity codes to accounting codes	x		x				
18.046	Ability to record additional information (e.g. notes)	x		x				
18.047	Ability for e-mails from vendors to be attached to a purchasing document (e.g. the solicitation)	x		x				
18.048	Ability to store scans of documents associated with a particular vendor and to conveniently retrieve based security level when required (e.g. W9, ACH form, tax exemptions, garnishments)	x		x				
18.049	Ability to allow vendors to upload supporting material in various electronic file formats (e.g. PDF, Office) when submitting a bid electronically through the portal (e.g. literature, forms etc.)	x		x				
18.050	Ability to assign Buyer workload (e.g. by vendor, contract, commodity, dollar amount etc.) and create Purchase Order, Solicitation and/or select line items to be processed	x		x				
18.051	Ability to notify budget failure at entry of any document	x		x				
	Interfaces and Workflow							
18.052	Ability to support Purchasing related interfaces and workflows	x		x				
18.053	Ability to track approval and project milestones	x		x				
18.054	Ability to support postage Interface with mail machine	x			x			Analysis needed to quote
18.055	Ability to support office supply interface	x			x			Analysis needed to quote
	Purchasing Cards							
18.056	Ability to support purchasing cards from importing entries, to appropriately coding them and interfacing with issuing bank	x		x				Bank File needs to be review for compatibility
	Requisitions							
18.057	Ability to support requisitions for Purchasing	x		x				
18.058	Ability to allow accounting allocations for an entire requisition or on a single line by percentage or amount	x		x				
18.059	Ability to see the account clerk who enters a requisition and the name of responsible person in department (e.g. Project Manager)	x		x				
18.060	Ability to enforce procurement rules based on commodity, dollar amount, and potentially other requisition elements	x		x				Based on Contract Methods/Workflow Rules
	Self Service							
18.061	Ability to provide vendor self service portal (registration, solicitation view, commodity code selection, bidding and bid results view)	x		x				
18.062	Ability to collect at vendor registration and maintain a list of commodity codes sold by a particular vendor	x		x				
18.063	Ability to publish contract details to vendor self service site and share with other governmental agencies	x		x				
18.064	Ability to make contract details available to visitors to the E-Procurement Portal	x		x				Bids viewable to none vendors.
18.065	Ability to notify and validate vendor self service data singularly or in batches	x		x				
18.066	Ability for vendor self service portal to maintain address, contact information, registration info, tax; approval process built into system (Workflow through approval process)	x		x				

18.075	Ability to collect at vendor registration and maintain a list of commodity codes sold by a particular vendor	x		x				
18.076	Ability to require mandatory changes for E-Procurement Portal	x				x		Analysis needed to quote

#	Requirement	Required	Nice to Have	Baseline	Modification / Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
19. Risk Management									
	Data Collection and Reports								
19.01	Ability to provide work status reports comparing injury to personnel	x		x					May require ssrs
19.02	Ability to access, create editable report templates and report on entire Payroll system to meet day to day state reports requirements (e.g. withholding, marital status, number of dependents etc.	x		x					
19.03	Ability to track termination data to include information on in-service deaths and turnover (e.g. voluntary and why or involuntary and why) and support deceased and dependent payments	x		x					
19.04	Ability to track OSHA- and non-OSHA related health and safety incidents	x		x					
19.05	Ability to collect and track if an employee was disciplined as a result of an accident	x		x					
19.06	Ability to provide a market/insured value field and run related reports	x		x					May require ssrs
19.07	Ability to run related payroll , asset (vehicles, tag, non-tag and equipment) and risk management reports by plant/department	x		x					May require ssrs
19.08	Ability to provide flexible ad hoc risk management templates, reports and statements: 1. Delineate city and employee shares of fringe benefit costs. 2. Provide workers comp wage statements (for general and court) use. 3. Provide injury leave benefit payments. 4. Calculate City's share of life insurance for billing (basic, supplemental, basic + spouse) 5. Provide work status reports comparing injury to personnel 5. Ability to access, create editable report templates and report on entire Payroll system to meet day to day state reports requirements (e.g. withholding, marital status, number of dependents etc.	x		x					May require ssrs
19.09	Ability to meet industry standards for NCCI (insurance entity) to maintain, manage and report on annual employee classification codes to determine worker's compensation rates	x		x					
19.10	Ability to report on insurance billing, union dues, deferred comp, etc. (e.g. Health care/Dental/garnishments reconciliation)	x		x					
19.11	Ability to track termination data to include information on in-service deaths and turnover (e.g. voluntary and why or involuntary and why) and support deceased and dependent payments	x		x					
19.12	Ability to collect and maintain employee classification data (e.g., full-time, part-time, regular, temporary). This should include reports for the Affordable Care Act	x		x					
19.13	Ability to report on total compensation including benefits	x		x					
19.14	Ability to use HR training system and track/report on related Risk Management events (e.g. Safety training)	x		x					
	General Management and Supporting Documents								
19.15	Ability to support worker's compensation benefit and wage payments and store related back-up documents	x		x					
19.16	Ability to support electronic time keeping (paperless)	x		x					
19.17	Ability for e-timesheets to workflow for approval to include workflow to Risk Management for work comp benefit and wage adjustments	x				x			Analysis needed to quote
19.18	Ability to administer claims and related audits and/or records	x		x					
19.19	Ability to provide a tool to measure variable hour & seasonal rehire look backs; measurement required for the City to comply with the Affordable Care Act	x		x					
19.20	Ability to provide annual W2 companion employee statements; measurement required for the City to comply with the Affordable Care Act	x		x					
	Interfaces and Workflow								
19.21	Ability to interface with Risk Master, push/pull, to create medical expenditures and store related back-up documents	x				x			Analysis needed to quote
19.22	Ability to use/interface HR training system and track/report on related Risk Management events (e.g. safety training)	x		x					

#	Requirement	Required	Nice to Have	Baseline	Modification / Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
20. System									
	Administrator								
20.001	Ability to have integrated security features that are configurable by the system administrator to control access to the application, functional modules, transactions and data	x		x					
20.002	Ability to enable the system administrator to define functional access rights and data access rights by assigned user ID, functional role and owner organization	x		x					
20.003	Ability to see who is logged in, log users off the system after a pre-defined inactivity period and be able to control length of time	x		x					
20.004	Ability to upgrade by module to accommodate changes in laws, regulation, best practices and new technology	x		x					
20.005	Ability to enable the system administrator to assign multiple levels of approval to a single user, while preventing that user from applying more than one level of approval to a given document	x		x					
	Audit								
20.006	Ability for audit trail for system and data/document changes (e.g. all log-in/log-out attempts by user and workstation, user-submitted transactions, initiated processes and system override events; and e. direct additions, changes, or deletions to application-maintained data)	x		x					
20.007	Ability to query the audit log by type of access, date and time, user ID, or other applied classification	x		x					
20.008	Ability for audit trail for system and document changes (e.g. show history of changes and who made them)	x		x					Where applicable
20.009	Ability to support SAS 70 (or its replacements Statement on Standards for Attestation Engagements [SSAE no. 16] and SAS Audit Considerations Relating to an Entity Using a Service Organization) certified	x		x					For Tyler SaaS hosted environments
	Archiving / Deletions								
20.010	Ability to provide tools for purging/archiving of data based on user defined criteria (e.g. date, accounting period, closed items and vendor inactivity for a specific time period)	x		x					Where applicable
								x	Tyler applications eliminate the need for traditional application data archiving and purging. These processes are sometimes used by systems to address common issues related to retaining vast amounts of historical data; decreased performance and increased storage requirements. Munis "master records" such as Vendors, Employees, and Properties include the ability to assign organization-defined status codes. For example, employees no longer employed with your organization can be set to a "Retired" or "Terminated" status; vendors you no longer do business with set to an "Inactive" status. In addition, Munis automatically archives journal entries to history tables as part of the period and year-end close process. These unique features allow users to process and run reports on "active" datasets, not be slowed down by churning through large amounts of historical records, and offer the convenience of accessing all historical data from the same application screens. While application data requires a small amount of storage relative to available storage common today, organizations embracing "paperless" environments find

20.017	Ability to fully document restart capabilities for the application's online and batch processing components including payment processing	x		x					
20.018	Ability to segment batch jobs to facilitate their recovery in the event of a system failure	x		x					Where available
20.019	Ability to process batched transactions during online hours and accept online transaction from interfacing systems	x		x					Where applicable
20.020	Ability to provide tools for performance/system monitoring of batch jobs (e.g. allow after-hours batch processing schedule)	x		x					
	Data Collection and Reports								
20.021	Ability to link system records to scanned documents	x		x					
20.022	Ability to access full Laserfiche functionality from variety of browsers (Internet Explorer 6 or higher), operating systems (Windows 7) and mobile devices (BlackBerry).Ability to interface with document imaging system	x						x	Munis offers limited integration with third party
20.023	Ability to support exporting/importing and organizing documents in the Laserfiche repository with the desktop Laserfiche client (e.g. metadata, drag and drop a document's pages and even scan paper document over the web)	x						x	See above.
20.024	Ability to view/read scanned documents in system and attach	x		x					
20.025	Ability to make significant information (e.g. AP, AR, Payroll etc.) available to multiple departments	x		x					
20.026	Ability to provide automated logging and reporting of access and unsuccessful logon attempts	x		x					
20.027	Ability to provide real-time, summary and detail, preformatted/ad hoc and customizable reports that exemplify industry best practices	x		x					
20.028	Ability for email and/or provide web based reports	x		x					
20.029	Ability to sort, total and report on each segment or a combination of segments and in variety of ways	x		x					
20.030	Ability to provide user defined aging reports, with filter and sort functions, exportable to common formats	x		x					
20.031	Ability to schedule reports	x		x					
20.032	Ability to generate output files in a variety of file formats including EXCEL, PDF, HTML and CVS	x		x					
20.033	System interfaces through reading/writing through building of custom APIs for external and internal use allows to create custom interfaces (inbound and outbound) with vendors, banks, internal department, etc. Where format is defined by other parties	x		x					Fully Integrated ERP System. Replacing several disparate systems with a single, integrated ERP such as Munis eliminates existing interfaces. For example if an employee gets a raise in Munis which is probably initiated in HR automatically effects their pay in Payroll and the GL in financials. File Imports/Exports. For those external systems you need to talk to, Munis includes a couple options. Munis includes application based file imports and exports. Rather than needing to have a DBA import data directly into a system who needs to be familiar with database schema and where data goes that's common with legacy systems, Munis interfaces are designed in such a way this responsibility can be pushed to end users. Most imports include the ability to define import templates. Journal Entries for example which potentially is being fed from a dozen different systems – rather than worry about getting all JE files in the Munis format, users will learn how to create templates that say what type of data and the order of that data is in from any particular system. Once data is imported it ends up in a holding area where workflow fires off any number of actions depending on whether data is over budget, over a certain dollar amount, hits a certain commodity or object code. If any one of these strategies are hit, either notify someone or require an approval before it hits live data
20.034	Ability for flat file interfaces offer the most control and flexibility and may allow us to convert the existing interface format to the new one. Allow flat file interfaces	x		x					Where applicable
20.035	Ability to provide interface suspense process to include the ability to a. view, update, or delete suspended transactions and b. automatically reprocess suspended transactions	x		x					Where available

20.044	Ability to automate airport journaling transactions	x		x					Using the Munis Recommended Program
20.045	Ability to record Century II revenue	x						x	Need more detailed information to accurately respond
20.046	Ability to record Century II ticketing revenue	x						x	Need more detailed information to accurately respond
20.047	Ability to automate water capital journaling transactions	x		x					Using the Munis Recommended Program
20.048	Ability to record revenue offset to Cow-P auto water billings (above)	x		x					Using the Munis Recommended Program
20.049	Ability to record office supply expense	x		x					Using the Munis Recommended Program
20.050	Ability to record postage billing	x		x					Using the Munis Recommended Program
20.051	Ability to record credit card expense/offset to GL for payment	x		x					Using the Munis Recommended Program
20.052	Ability to record correct credit card expense entries/offset to default	x		x					Using the Munis Recommended Program
20.053	Ability to record work comp expense	x		x					Using the Munis Recommended Program
20.054	Ability to record debt service transactions	x		x					Using the Munis Recommended Program
20.055	Ability to record bond interest	x		x					Using the Munis Recommended Program
20.056	Ability to record bond interest expense	x		x					Using the Munis Recommended Program
20.057	Ability to record License Revenue	x		x					Using the Munis Recommended Program
20.058	Ability to record bond expense	x		x					Using the Munis Recommended Program
20.059	Ability to record miscellaneous revenue	x		x					
20.060	Ability to record fleet billing	x		x					Using the Munis Recommended Program
20.061	Ability to record fuel billing	x		x					Using the Munis Recommended Program
20.062	Ability to record housing assistance expenditures	x		x					Using the Munis Recommended Program
20.063	Ability to record Housing First program expenditures	x		x					Using the Munis Recommended Program
20.064	Ability to record utility reimbursement Expense	x		x					
20.065	Ability to record journal payroll expense to engineering projects	x		x					
20.066	Ability to record payroll expense	x		x					
20.067	Ability to record part-period payroll expense to prior year	x		x					
20.068	Ability to relieve end of year payroll expense accrued from new year	x		x					
20.069	Ability to record copier billing	x		x					Using the Munis Recommended Program
20.070	Ability to record IT billing	x		x					Using the Munis Recommended Program
20.071	Ability to record telephone billing	x		x					Using the Munis Recommended Program
20.072	Ability to record external printing expense	x		x					Using the Munis Recommended Program
20.073	Ability to record MABCD (city and county) revenue	x						x	Need more detailed information to accurately respond
20.074	Ability to record recreation revenue	x						x	Need more detailed information to accurately respond
20.075	Ability to record Golf (cash) revenue	x		x					
20.076	Ability to record Golf credit card revenue	x		x					
20.077	Ability to record mowing expense	x		x					Using the Munis Recommended Program
20.078	Ability to record miscellaneous recreation revenue	x		x					Using the Munis Recommended Program
20.079	Ability to record Police Records revenue from web accident reports	x						x	Need more detailed information to accurately respond
20.080	Ability to record police records revenue	x		x					Using the Munis Recommended Program
20.081	Ability to record Engineering revenue	x		x					Using the Munis Recommended Program
20.082	Ability to record environmental services revenue	x		x					Using the Munis Recommended Program
20.083	Ability to record part time/temp labor expenditure	x		x					Using the Munis Recommended Program
20.084	Ability to record transit (admin) revenue	x		x					Using the Munis Recommended Program
20.085	Ability to record transit (transit center) revenue	x		x					Using the Munis Recommended Program
20.086	Ability to record sewerage revenue	x		x					Using the Munis Recommended Program
20.087	Ability to record storm water revenue	x		x					Using the Munis Recommended Program
20.088	Ability to record water revenue	x		x					Using the Munis Recommended Program
20.089	Ability to record direct deposit file to Intrust Bank (ACH)	x		x					
20.090	Ability to record positive pay file to Intrust Bank	x		x					
20.091	Ability to record Credit Union file to Jack Henry	x						x	Need more detailed information to accurately respond

20.101	Ability to provide Delta Dental files for reconciliation	x						x	Need more detailed information to accurately respond
20.102	Ability to provide United Way information to United Way	x						x	Need more detailed information to accurately respond
20.103	Ability to provide Airport info to access database	x						x	Need more detailed information to accurately respond
20.104	Ability to provide best practice interface options such as API and/or Web Services	x		x					
	Passwords and User IDs								
	Ability to allow for the following: a. the enforcement of password standards b. the establishment of a specified period for password expiration			x					
20.105	c. the prohibition of recent password reuse	x							
20.106	Ability to require mandatory password changes/complex passwords	x		x					
20.107	Ability to lockout password after too many attempts	x		x					
20.108	Ability to assign unique user IDs and passwords for authentication purposes and logons are secure and encrypted	x		x					All authentication is handled by (and requires) Microsoft Active Directory.
20.109	Ability to allow password reset and user self-service password reset functionality	x		x					Via Active Directory Group Policy
20.110	Ability to provide parameter-driven number of unsuccessful attempts before the user ID is locked and unlock after user specific delay	x		x					Via Active Directory Group Policy
20.111	Ability to capture user ids and dates of last update	x		x					Via Active Directory
	Security								
20.112	Ability to warn and report when a table has been modified	x						x	
20.113	Ability to manage, create and maintain individual and user class security profiles and restrict inquiries/reporting based on user security profiles (e.g. users, roles, types, organizations, username, cost center, Object Level, department, etc.)	x		x					
20.114	Ability to set user window access and block certain views by security access	x		x					
20.115	Ability to make security available at the field level (e.g. username, cost center, object level and department)	x		x					
20.116	Ability to show history of changes and who made them (e.g. all edits/changes show audit trail or history of change)	x		x					
20.117	Ability to control inquiry, update and delete security	x		x					
20.118	Ability to manage system access with user defined roles/groups	x		x					
20.119	Ability for audit trail for system and document changes	x		x					
20.120	Ability for multi device sign-on capability	x		x					
20.121	Ability for overrides tied to user security	x		x					
20.122	Ability to filter coding by user role/security	x		x					
20.123	Ability to have authentication using single sign-on with Windows domain account in active directory	x		x					
20.124	Ability to enable (or disallows) error override capability by user role and classification	x		x					
20.125	Ability to issue a warning if a post date, due date, payment date or other date was entered that contained an unreasonable date (e.g. 10/31/0209 or 10/31/2090 would generate a warning message to the user asking them to verify the date entered is correct)	x		x					
20.126	Ability for permissions to be set (e.g. HR to restrict viewing and modifying applicant records)	x		x					
20.127	Ability to set security by limit viewing of a record or field, and can limit ability to update, modify, or delete by record or field	x		x					Where applicable
	User Experience								
20.128	Ability to drill down to detailed transaction and drill across to related information	x		x					Where applicable
20.129	Ability to provide toolsets/features for mass changes	x		x					Where applicable
20.130	Ability to generate output information to formats specified by functional requirements; if functional requirement does not specify an output format, capability on display output information viewable using the application's online user interface by default	x							
20.131	Ability support concurrent access to functional modules by defined user	x		x					
20.132	Ability to provide predictive data entry on fields like vendor names (e.g. the effect might be similar to Google: as the user types more of the name in, the system makes guesses about what is required based on what is in the database)	x		x					In select applications
20.133	Ability to display document status field (e.g. approve, etc.)	x		x					
20.134	Ability for sufficient field capacity for 999,999,999,999 with user defined warning over selected amount	x		x					Maximum 999 user defined fields per application
20.135	Ability to allow a client site to configure rules with respect to screen displays (e.g. depreciation and adjustments etc.)	x		x					
20.136	Ability to flexibly search for documents (e.g. assets or other items system wide)	x		x					
20.137	Ability to provide default values for data items throughout the system and end-user configurable templates for frequently used items	x		x					
20.138	Ability to provide user friendly screens	x		x					
20.139	Ability to provide user interface that includes pull-down menus	x		x					
20.140	Ability to provide user interface that includes spell checking	x		x					In limited fields
20.141	Ability to provide a keyboard equivalent for all menu options	x		x					Screen actions only, not menu navigation
20.142	Ability to use mouse for all commands	x		x					

20.152	Ability to send correspondence via print, email text or mobile device	x		x					
20.153	Ability to retain history of correspondence	x		x					If initiated within application
20.154	Ability to configure screen content and edit capabilities	x		x					Select applications only
	Messages and Notes								
20.155	Ability to employ common error handling routines across functional modules and present error messages and ability to customize the common error message text that allow the user or system operator to respond to reported	x		x					Can customize error messages. Cannot define "error
20.156	Ability to provide online status messages indicating job or transaction type and name, when requested processing starts and completes, and system errors and error logs	x		x					
20.157	Ability to send a "blast" message to logged in users to give them 5 minutes grace before a system shutdown	x						x	
20.158	Ability to post system availability/informational messages to users at login	x		x					
20.159	Ability to add free-form informational data/notes/references/files to records as needed and it is obvious to user these items are a part of record	x		x					
20.160	Ability to maintain private notes (e.g. HR staff and "blocking" notes to alert HR during application review)	x		x					
20.161	Ability to provide alerts/notices based on user defined criteria	x		x					
	Technology								
20.162	Ability to provide regular release cycles to keep platform to third party current supported levels	x		x					
20.163	Ability for user-configurable end-user experience, whether thick-client or web client	x		x					
20.164	Ability to operate in a mainframe environment, server-computing environment (Window Server), support application client operation (Microsoft Windows-compatible, or Macintosh Window-compatible), support web connection to Cloud backup	x		x					
20.165	Ability to utilize transaction control/internet communications protocol for application, database, and workstation connectivity	x		x					
20.166	Ability to support automated telephone access, email/fax-back access for standardized and commonly requested inquiries	x		x					
20.167	Ability to include an integrated relational, structured query language- compliant database	x		x					
20.168	Ability to complete installation, operating, and system maintenance documentation covering the following: a. product installation and configuration steps b. application access procedures c. user screen layout and content d. transaction entry procedures e. batch job setup, processing, and recovery/restart procedures f. error codes with full descriptions and recovery steps g. standard report layout and content h. internal processing controls i. application security j. operating specifications and system flowcharts k. database entity relationships, table formats, and data element description l. program module descriptions	x		x					
20.169	Ability to support 64 bit Microsoft Operating System 2008R2 or higher	x		x					
20.170	Ability to separate reporting server for public reports	x		x					
20.171	Ability to support batch processing	x		x					
20.172	Ability to provide an application server separate from a database server	x		x					
20.173	Ability to archive and access older data	x		x					
20.174	Ability to convert Cyborg data	x						x	Need more detailed information to accurately respond
20.175	Ability to convert Performance Series data	x						x	Need more detailed information to accurately respond
20.176	Ability to convert Cognos Planning data	x						x	Need more detailed information to accurately respond
20.177	Ability to provide a browser based option with no Java runtime engine	x						x	Need more detailed information to accurately respond
20.178	Ability to support Rest API / Web Service Interfaces between proposed and External Systems	x		x					
20.179	Ability to import and export data in various formats	x		x					
20.180	Ability to convert present Performance Series interfaces and import them	x						x	Need more detailed information to accurately respond
20.181	Ability to support IIS based with CSS JavaScript, HTML5 and master page support	x		x					
20.182	Ability to provide PCI 3.0 or above compliance and provide certification of compliance with all current Payment Card Industry (PCI) standards	x		x					
20.183	Ability to demonstrate adherence to and compliance with all PCI Data Security and Payment Application Data security standards (PCI DSS and PA-DSS respectively) and with PIN Transaction Security (PTS) including compliance with all technical guidelines for stored payment card data, PCI data storage, and for the protection of stored payment card data.	x		x					
	Ability to provide an expanded choice of payment options for each City department to select payment processing options for types of credit cards accepted, payment channel (Web, IVR, OBO, etc.), web payment integration (API, pass-								

20.193	Ability to provide upwards compatibility with future hardware/software/ OS	x		x				
20.194	Ability to provide all jobs implemented as services (no privileged interactive logins on servers)	x		x				
20.195	Ability to provide client software deployable through Microsoft SCCM	x		x				
20.196	Ability to provide client software that does not require elevated user privileges to run	x		x				
20.197	Ability to support jobs are managed through the client interface (no direct access to the servers)	x		x				
20.198	Ability to support ESRI ARCGIS server 10.1 and above compatible	x		x				
20.199	Ability to comply with IRS Publication 1075	x					x	Tyler employs best practices for security and complies with a number of audits, however it has not performed an audit against this publication. More information on security practices and policies employed can be provided at the sites request
20.200	Ability to audit user activity and transaction logging	x		x				
	Training							
20.201	Ability to provide comprehensive training manuals that enable users to become acquainted with the system	x		x				
20.202	Ability to provide a reference/research tool for users	x		x				
20.203	Ability to provide online tutorials/help facility with the following capabilities: a. Window level help b. Field level help c. Error message help d. Context sensitive help e. Windows hypertext help f. Indexed help g. Definable coaches, wizards, or tutors	x		x				
20.204	Ability to provide help menus for system functionality for each transaction and window	x		x				
	Transactions							
20.205	Ability to find, replace, and go-to within a transaction	x					x	
20.206	Ability to create user defined transaction codes	x		x				
20.207	Ability to use standard transactions when recording accounting events; specify the postings to the general ledger accounts, and update document balances and any related tables, such as available funding	x		x				
20.208	Ability to allow the user to include proprietary, budgetary, and memorandum accounts in the definition of a standard transaction	x		x				
20.209	Ability to allow transactions to be entered and edited online using customizable pre-formatted screens	x		x				Select screens only
20.210	Ability to use recurring transaction function	x		x				Select functions only
	Workflow							
20.211	Ability for documents (e.g. payments, AR, contract vs. non-contract, liquidation etc.) to flow through an electronic workflow approval process	x		x				
20.212	Ability to display document status field (e.g. approval, etc.)	x		x				
20.213	Ability to easily manage approval process such as drag and drop various approvers into a document path and arrange them in the desired order of priority from first approval to final post	x		x				
20.214	Ability to route appraisals through a user-defined approval path	x		x				
20.215	Ability for Workflows to be easily modified	x		x				
20.216	Ability for flexible workflow to change approval path based upon specified criteria (i.e., type of change or department)	x		x				
20.217	Ability to custom-build converter from Performance Series interface structure to the new system	x					x	
20.218	Ability to override capability – controlled by user security at every level of hierarchy. Some funds/sub funds/projects/grants will have it; others will not. Configurable error level (fatal vs. warning) and error message text	x		x				
20.219	Ability to support desktop integration with other common workstation applications used for word processing, spreadsheets, data management, graphics, or data process from other external parties' applications - able to accommodate user codes and GL/Sub GL coding options (for example, Utility Payment System)	x		x				Microsoft Office recommended for comprehensive functionality
20.220	Ability to convert interface files from Performance Series to format required for new system	x					x	More information on Performance Series required.
20.221	Ability to provide an integrated workflow management capability, including generation and routing of internal forms, reports, and other financial documents, for online approval or subsequent processing	x		x				
20.222	Ability to enable authorized users to define workflow processes and business rules, including approval levels, and to modify workflow (e.g., assigning a proxy approving authority)	x		x				
20.223	Ability to provide the capability to establish multiple levels of document approvals based on user-defined criteria, including dollar amounts, types of items purchased, and document types	x		x				
20.224	Ability to provide the ability to track approvals online by transaction, including the time, date, and approving parties	x		x				
20.225	Ability to provide electronic approval processing, preferably integrated with Microsoft Outlook. Allow rejected items to be sent to any point "downstream" of the rejecter. Require rejections to indicate the reason. Permit flexible access to approval processing (within the application, MS SharePoint Services, Outlook). Make images conveniently available to approvers.	x		x				

#	Requirement	Required	Nice to Have	Baseline	Modification / Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
21. Time & Attendance									
	General Management and Supporting Documents								
21.01	Ability to support electronic time keeping (paperless)	x			X				
21.02	Ability to select applications from a central menu	x			X				Additional discussion may be required.
21.03	Ability to find employee data easily	x			X				
21.04	Ability to quickly identify exceptions	x			X				
21.05	Ability for automatic notifications and email alerts or approvals or actions required	x			X				
21.06	Ability to define increments of time using descriptive codes such as “breaks”, “leaves”, etc.	x			X				
21.07	Ability to easily audit and correct time entries	x			X				
21.08	Ability for individual employees to have multiple pay rates, multiple jobs and/or multiple account assignments	x			X				
21.09	Ability to customize reports that will point out exceptions entered and tailored to department needs	x			X				
21.10	Ability to include salaried employees	x			X				
21.11	Ability to transfer to the payroll process	x			X				
21.12	Ability to automatically adjust to time and date changes due to the number of days in the month, daylight savings time, and leap year	x			X				
21.13	Ability to be fully integrated with payroll and have checks and balances in place to flag for errors	x			X				
21.14	Ability to update the system easily	x			X				
21.15	Ability to interface with other technologies and systems	x			X				Additional discussion may be required.
21.16	Ability for client to configure, customize and program rules	x			X				
21.17	Ability to do these activities without vendor reprogramming or rewriting software code	x			X				
21.18	Ability to interface with a variety of time-tracking methods (e.g. card swipe, computer entry, punch card, telephone, mobile device)	x			X				
21.19	Ability to set routine operations to run automatically without operator intervention	x			X				
21.20	Ability for vendor to apply system updates and modifications as well as notifications of new data needed or added to the system during or as a result of the update	x			X				
21.21	Ability to support various work schedules (fixed, rotating, as needed)	x			X				
21.22	Ability to comply with overtime requirements of FLSA including higher overtime thresholds permitted by section 207k exemption for police and fire personnel	x			X				
21.23	Ability to incorporate union-required additions to the overtime calculation	x			X				
21.24	Ability to support unlimited pay and attendance rules and policies to support each group using the system	x			X				Additional discussion may be required.
21.25	Ability to allow configured automated rules for the inclusion and/or exclusion of pay codes with no accompanying hours	x			X				
21.26	Ability to review and act upon both on-line and paper-based leave requests	x			X				
21.27	Ability for global time entry to clock in/out by some or all employees in a group at once by payroll or the timekeeper or manager	x			X				
21.28	Ability for global schedule changes by manager, payroll or timekeeper	x			X				
21.29	Ability to flag time/policy errors and screens with valid solution, current schedule acknowledgement and comment entry	x			X				
21.30	Ability to configure error codes, checking and severity of policy set by group, not system-wide	x			X				
21.31	Ability for unlimited different pay codes and accruals including codes for vacation, sick leave, leave without pay, bereavement pay, worker's compensation, military leave, FMLA, jury duty, shared leave, etc.	x			X				
		x			X				

21.40	Ability to charge back/dock hours	x			X				
21.41	Ability to customize tabs available tooled to individual needs. Example: Management would not have the same access as liaisons to time changes, etc. so would not have access to certain tabs	x			X				
21.42	Ability to remove unavailable functions and tabs from screen and drop down menus so employees do not see options that are unavailable to them	x			X				
21.43	Ability for screen timeout/lockout when inactive for certain amount of time	x			X				
21.44	Ability to maintain an audit trail that tracks data changed, holds original data and user name of person modifying or viewing an item	x			X				
21.45	Ability to produce the following reports using accurate, up-to-the minute data: Individual timesheet, Daily, weekly, biweekly, monthly and annual hours by time by employee/department/division/section/project/grant, Exception report by employee/department/division/section, Employee schedules by employee/department/division/section, Absentee report by employee/department/division/section, Clock-in detail, Clock in edit history, Reports that track FMLA, shared leave, without pay, suspension pay, suspension without pay, Vacation, sick leave, personal holiday, well day, shared leave reports reflecting usage history and accrual balances, Overtime tracking and monitoring by employee/department/division/section/project/grant	x			X				
21.46	Ability to support entry of department cost codes and overrides when time is captured	x			X				
21.47	Ability of time-capturing devices to have an audible sound that indicates a successful or unsuccessful punch	x			X				
21.48	Ability of card reading devices to display a message that verifies by name that a punch has been registered	x			X				
21.49	Ability to allow for time reporting by exception for exempt staff	x			X				
21.50	Ability to allow some employees to have universal punch access within security clearance	x			X				
21.51	Ability to prevent "buddy punching"	x			X				
21.52	Ability to allow a field employee in a remote location without a badge reader or computer to submit time via a mobile device	x			X				
21.53	Ability for work groups with and without PCs to enter time. Example: field employees entry of time via mobile device	x			X				
21.54	Ability to synchronize time-capture system with NIST time standard	x			X				Time capture devices reflect the server time.
21.55	Ability to track employee's hours by cost center or work order	x			X				
21.56	Ability for system or time-capturing devices to only be available to certain employees, to certain times of day, or to certain accounts	x			X				Additional discussion may be required.
21.57	Ability to maintain compliance with ADA	x			X				
21.58	Ability to work for more than one supervisor with each supervisor only able to see/approve/edit time employee spent working for them	x						X	Additional discussion required.

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
22. Treasurer									
	Cash Management								
22.01	Ability to set cash controls for operating funds , at the fund and sub-fund levels and no cash control where appropriate	x		x					
22.02	Ability to override cash control on selected documents	x						x	Need more detailed information to accurately respond
22.03	Ability to select which accounts earn or are charged interest	x			X				SymPro Investment solution - Earnings Allocation
22.04	Ability for accounts earning interest to be assessed negative interest income if the cash balance falls below zero	x			X				SymPro Investment solution - Earnings Allocation
22.05	Ability to support a treasurer's pooled fund general ledger for reconciling	x		x					
22.06	Ability to determine the allocations that would have occurred had interest been distributed if interest is not distributed	x			X				SymPro Investment solution - Earnings Allocation
22.07	Ability to interface/upload cash/revenue data files	x		x					
22.08	Ability to post revenue/non-revenue to an expenditure account (e.g. vendor refund) and warn or require a workflow when non-revenue is posted to an account	x		x					Works without the warning, warning modification may need more information.
22.09	Ability to provide a separate Treasury Management Function for pooled cash management with the following functions: a. maintain equity by fund, sub-fund, project/grant, user defined classification b. electronic, enhanced positive pay file (e.g. must be configurable by the end user to conform to bank's requirements) submitted to bank c. maintain an investment detail file d. daily fund equity balance report (e.g. equity each fund has) e. daily transaction detail (e.g. banking transactions, receipts, cashier transactions, returned items) f. daily reconciliation (e.g. Treasurer's transactions to cash on hand) g. daily interface files; multiple interfaces from multiple point of systems	x			X				This would require the SymPro Investment solution and Tyler Cash Management
22.10	Ability to distribute and track the interest earned on pooled cash to participating funds, projects and grants. (e.g. Interest distribution process; the allocation moves the interest revenue from the treasurer's pool to the funds contributing to the pool based on each fund's, project's or grant's average daily cash balance)	x			X				SymPro Investment solution - Earnings Allocation
22.11	Ability to decide whether or not negative interest should be posted at the fund, sub-fund, grant and project levels	x			X				SymPro Investment solution - Earnings Allocation
22.12	Ability to produce an enhanced positive pay file for bank including: name, check number and amount	x		x					
	General Management and Supporting Documents								
22.13	Ability to configure ACH files in any NACHA format (e.g. CCD, CCD+, CTX, PPD)	x		x					
22.14	Ability for users to print a bill in the format prescribed by the Finance Department *or* export the bill to Word for modification	x		x					VIA TYLER FORMS, LIMITED MODIFICATIONS
22.15	Ability for users to conveniently e-mail or fax a bill	x		x					
22.16	Ability to use a z-folded pressure sealed form for billings if bill print is centralized	x		x					
22.17	Ability to import A/R liquidations and A/R entries	x		x					
22.18	Ability to post Treasurer's daily transactions (e.g. banking transactions, receipts, cashier transactions and returned items)	x		x					
22.19	Ability to report treasurer balances and fund equity daily	x		x					
22.20	Ability to support daily bank reconciliation; posting of cleared payments through an interface of a file provided by the bank, as well as, manual clearing of payments processed through the treasurer's office	x		x					
22.21	Ability for daily reconciliation of outstanding payments	x		x					

#	Requirement	Required	Nice to Have	Baseline	Modification/Third party tool required	Change to Source Code	Planned for Future Release	Not available	Vendor Notes
23. Vendor Management									
	General Management and Supporting Documents								
23.01	Ability to search for vendor names similar to Google: as the user types more of the name in, the system makes guesses about what is required based on what is in the database	x		x					
23.02	Ability to attach notes to the customer/vendor record (e.g. documents W9, ACH form, tax exemptions, garnishments)	x		x					
23.03	Ability to separate AR customer number file from Accounts Payable vendor file but maintain a central account for balance reports or warnings (e.g. shows we are paying when they owe)	x		x					
23.04	Ability to capture payment (ACH/Check) and discount terms	x		x					
23.05	Ability to create mailing labels, envelopes, or other means of mailing to vendors	x		x					
23.06	Ability to set a consolidate payments to a particular vendor by default. Include the ability to override this setting to create separate payments when required	x		x					
23.07	Ability to create/modify/delete withholdings (e.g. garnishments and IRS levies)	x		x					
23.08	Ability to use one-time vendors and report by vendor name (e.g. legal settlements)	x		x					
23.09	Ability to create/modify/delete vendor payment method, payment terms, and key commodities supplied by a vendor	x		x					
23.10	Ability to support multiple vendor types: employees, customers, vendors, internal, external	x		x					
23.11	Ability to capture and validate appropriate classifications: EIN and TIN	x		x					
23.12	Ability to maintain multiple address types: US, Foreign, Remit To (three or more) and Physical	x		x					
23.13	Ability to track vendor performance	x		x					
23.14	Ability to look-up vendor information by email address, fax, phone number, search words etc.	x		x					
23.15	Ability to capture vendor name, legal name and "doing business as" (DBA) relationships, as appropriate	x		x					
23.16	Ability to put on hold/ other defined status and indicate reason for hold/other defined status	x		x					
23.17	Ability to provide an online warning message to the user when duplication is identified (e.g. Duplicate TIN/EIN)	x		x					
23.18	Ability to track and maintain a history of changes to the vendor file, including vendor additions and purges, and changes to vendor-specific information, such as payment address, bank account and routing information and payment type	x		x					
23.19	Ability to give each vendor a unique system generated identification number based on a vendor Group (e.g. Housing Vendors, Government Vendors, and Park Labor etc.)	x		x					
23.20	Ability to support multiple contact persons for notifications of new solicitations and addendums	x		x					
23.21	Ability to capture and report vendor classifications: certifications, EEO, EBE, minority and ethnicity	x		x					
23.22	All vendor data is linked and stored in a secure master record that one can display/create/modify/delete with proper security based on user roles (AP, AR, Purchasing)	x		x					
23.23	Ability to provide vendor status (active, inactive, unregistered)	x		x					
23.24	Ability to collect bank account type (checking or savings) and banking information required to execute an EFT transaction, such as account and routing transit numbers	x		x					

24. Glossary	
Term	**Definition**
1099	IRS tax form used to report payments.
1099-C	IRS tax form used to report debt forgiven by a creditor.
1099-M	IRS tax form used to report miscellaneous payments.
1099-S	IRS tax form used to report payments related to real estate transactions.
ACA	Affordable Care Act
ACH	Automate Clearing House
AM	Asset Management
AP	Accounts Payable
AR	Accounts Receivable
CDL	Commercial Driver's License
CFDA	Catalog of Federal Domestic Assistance
CTX	NACHA ACH file format for Corporate Trade Exchange
CTX+	Enhanced NACHA Corporate Trade Exchange file format
DL	Driver's License
EDI	Electronic Data Interchange
EIN	Employer Identification Number
ESRI	International supplier of Geographic Information System (GIS) software
ESS	Employee Self Service
GAAP	Generally Accepted Accounting Principles
GL	General Ledger
HCR	Health Care Reform
HIPPA	Health Insurance Portability and Accountability Act
HR	Human Resources
MSS	Management Self Service
NACHA	National Automated Clearing House Association
OCA	Organization Cost Account, the cost center structure in Performance Series
OL1	Object Level
OL3	Object Level
IRS	Internal Revenue Service
PTO	Paid Time Off
PPD	NACHA ACH file format. Prearranged Payment and Deposit Entry
QDRO	QUALIFIED DOMESTIC RELATIONS ORDER
QMCSO	QUALIFIED MEDICAL CHILD SUPPORT ORDER
SEFA	Schedule of Expenditures of Federal Awards
TIN	Taxpayer Identification Number
W-9	Request for Taxpayer Identification Number and Certification

Exhibit F
Disaster Recovery Services

Disaster Recovery ("DR") Services are provided according to the following terms and conditions:

1. Definitions. All defined terms not otherwise defined below shall have the meaning set forth in Section 1 of the Agreement:

   1.1. **Business Days:** Monday through Friday, excluding Holidays.

   1.2. **Business Hours:** 8 AM – 6 PM (EST) on Business Days.

   1.3. **Disaster:** An unplanned event that is not within the reasonable control of the City which results in the failure of the Contractor Software to perform Critical Processes, as defined in the Parties' mutually agreed to Disaster Recovery Plan, further described below. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with industry standards, a failure subject to a then-current Maintenance and Support Agreement or other Contractor-City agreement, or a failure that can be remedied in less than sixteen (16) business hours.

   1.4. **Holiday**: A Contractor-observed holiday that falls on what would otherwise be a Business Day. Contractor currently observes the following holidays: New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).

   1.5. **Recovery Point Objective ("RPO"):** Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.

   1.6. **Recovery Time Objective ("RTO"):** Twenty-four (24) business hours after receipt Disaster declaration for City data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. Contractor will make best efforts for an RTO for City data one (1) terabyte in size or greater of twenty-four (24) hours, but City understands and agrees that, where City data does equal or exceed one (1) terabyte in size, no such RTO can be guaranteed.

2. Term. Contractor shall provide DR Services as set forth in this Exhibit for so long as the City is timely paying its then-current annual DR fees, as set forth Exhibit B of the Agreement. Should the City opt to terminate DR Services, the City must provide at least thirty (30) days' advance written notice to Contractor prior to the conclusion of the then-current term. In the event the City terminates its Maintenance and Support Agreement with Contractor, DR Services shall be terminated simultaneously.

3. Scope. Prior to the declaration of a Disaster, if any, all DR Services shall be provided remotely. DR Services shall be provided on the Contractor Software, as set forth in the Agreement as of the Effective Date, including but not limited to Tyler Content Manager SE. In the event the Disaster results in damage to City's server(s) and a re-installation of the Contractor Software is required as a result of such damage, Contractor shall re-install the Contractor Software free of charge if the City is enrolled in Contractor's System Management Services. Otherwise, such re-installation shall be

obtained from Contractor at its then-current installation services rates. Contractor DR staff will contact the City within twelve (12) Business Hours of any such reinstallation for reinstallation of DR software. City's use of the Contractor Software remains subject to the terms and conditions set forth in the Agreement. Contractor shall support prior releases of the Contractor Software in accordance with Contractor's Release Life Cycle Policy. The DR Services will be performed consistent with the estimated schedule mutually agreed to by the Parties.

4. City Requirements. In order for Contractor to provide DR Services pursuant this Agreement, the City shall:

   4.1 Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO;
   4.2 Comply with then-current minimum hardware and network requirements as specified on Contractor's support website;
   4.3 Maintain security and access privileges for Contractor to receive data transfer and reasonably perform activities reasonably necessary for Contractor to provide DR Services;
   4.4 Accept responsibility for the data files, selection and implementation of controls for City's location, and security of the stored data;
   4.5 Permit installation of DR software required for provision of DR Services in accord with these provisions, as reasonably determined by Contractor;
   4.6 Obtain and provide project requirements, data, decisions and approvals within five (5) Business Days of request and, in the event of a delay, relieve Contractor of its responsibility for the affected DR Service until City performs that obligation
   4.7 Reasonably notify Contractor in advance of any changes in City's network or applicable law or policy that impacts Contractor's ability to deliver DR Services; and
   4.8 Declaring a Disaster by calling Contractor at Contractor's then-current support hotline. Contractor's current support hotline is (207) 781-2260 or (800) 772-2260. The City must clearly stating that CITY IS DECLARING A DISASTER.

5. Disaster Recovery Plan. The DR Plan is a mutually drafted document which provides additional details regarding the DR Services. An initial draft must be prepared within ninety (90) days of Contractor's receipt of City Data. The parties' responsibilities with respect to the DR Plan are further defined below.

   5.1 Shared Responsibilities:

      5.1.1 Identify critical users for DR Services. There is a maximum number of 30.
      5.1.2 Identify Critical Processes.
      5.1.3 Identify integrations that will be made available from a Contractor hosting facility in the event of a Disaster, if any.
      5.1.4 Confirm RTO.
      5.1.5 Define recovery processes for post-Disaster operations, if requested by City.
      5.1.6 Appoint a City Project Manager and a Contractor Project Manager authorized to make decisions, receive communications, and coordinate performance according to the terms of this Exhibit.
      5.1.7 Coordinate change orders to document written descriptions of mutually agreed to changes to the DR Plan. In the event the change order is subject to additional fees, the

Contractor will provide a quote for such change in service and will only perform according to that change, and subject to those fees, upon the City's written approval.

5.2 Contractor's Responsibilities:

5.2.1 Coordinate activities associated with transfer of data to Contractor's data center.
5.2.2 Document DR strategy for Critical Processes.
5.2.3 Review the DR Plan with City.
5.2.4 Provide reasonable guidance for DR policies and procedures.
5.2.5 Identify modules, databases, applications, and files required for DR Services.

5.3 City's Responsibilities:

5.3.1 Provide remote access to City's Contractor database server for analysis and configuration of data transfer.
5.3.2 Provide network support if required to enable transfer of data from City's server to the Contractor data center.
5.3.3 Provide PCs and high-speed modems for access from City's alternate processing location, if required.
5.3.4 Provide technical resources to configure remote access PCs, including Contractor supplied application software, if reasonably required to receive DR Services.
5.3.5 Provide a chain of command document for communication during a Disaster.
5.3.6 Maintain and integrate the DR Plan with City's comprehensive disaster recovery plan.

6. <u>DR Services During A Disaster</u>.

6.1 Upon declaration of a Disaster, Contractor shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Contractor's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
6.2 Hosting services during a Disaster will be provided in accord with Contractor's then-current Service Level Agreement. A copy of Contractor's current Service Level Agreement is provided at Schedule 1 to this Exhibit F. Any credits issued to City will be based on the total DR fee paid for the then-current term.
6.3 Processing Assistance During a Disaster includes, as necessary:

6.3.1 Print Output: Payroll Checks, Retirement Checks, and Accounts Payable Checks.
6.3.2 In the event print output is required to be sent non-electronically, City shall bear the cost of shipment.
6.3.3 Transfer of Automated Clearing House ("ACH") Files to bank on City's behalf. Transfer may require pre-notification by City to bank.

6.4 City's receiving DR Services during a Disaster receive priority access to Contractor application support.
6.5 City's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.

7. Data Transfer. The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of City Data residing in the Contractor Software and is subject to the following conditions:

7.1 Process:

7.1.1 Initial data transfer may require portable disk.
7.1.2 Contractor Disaster Recovery staff will monitor status of data transfers on Business Days.
7.1.3 In the event of two (2) consecutive data transfer failures, Contractor will timely provide notice to City in order to commence troubleshooting.
7.1.4 Contractor will provide transfer report related to City data transfer upon request.

7.2 Limitations:

7.2.1 Data transferred shall include only items essential to provision of DR Services.
7.2.2 Data transferred to Contractor as part of DR Services is not available for City's data retrieval or restoration not associated with the DR Services provided by Contractor. Contractor may provide data transferred by City on an exception basis, upon request.
7.2.3 Third Party Products shall not be included in data transfer or the DR Services.
7.2.4 Only production databases are backed up.
7.2.5 Data from the last seven (7) successful data transfers are retained by Contractor.
7.2.6 Total data storage is limited to 200 gigabytes ("GB"). Storage limits may be increased in 200 GB increments by mutual agreement and at additional cost. For twenty-four (24) months from the Effective Date, that additional cost is $600/200GB, payable on an annual basis.
7.2.7 Contractor is not responsible for the integrity of the data provided by City to Contractor. Contractor will use the most current viable data to restore City's Critical Processes.
7.2.8 Contractor shall have no liability for failure of data transfers not solely caused by Contractor.

7.3 Access:

7.3.1 With the informed consent of the City's CIO or his/her designee in each instance, Contractor may use select information from the City database for internal research and analysis purposes.
7.3.2 To the extent the database contains confidential information, Contractor shall keep confidential such information in accordance with the confidentiality provisions of the Agreement.

8. Annual Disaster Recovery Test. The parties may review and test the DR Service on an annual basis, and on thirty (30) days' advance written notice or request. The City must provide a list of users who will take part in the test. The test shall not exceed two (2) consecutive weeks. In the event the initial test is not mutually agreed to as successful, the Parties will re-conduct the test on these same terms.

9. Exclusions

9.1 Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

9.2 The DR Services shall not be used to replace required on-site backups of City data for Contractor Software.

9.3 The fee paid for DR Services do not include, and City is responsible for the costs associated with:

9.3.1 Hardware and/or software necessary to remotely access Contractor's data center, and any and all on-site services. City may request and purchase on-site services at Contractor's then-current rates.

9.3.2 In the event City requests Contractor to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by City and payable thirty (30) days from receipt of invoice.

Exhibit F
Schedule 1
Service Level Agreement

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

Attainment: The percentage of time the Contractor Software is available during a billing cycle, with percentages rounded to the nearest whole number.

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

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

Service Availability: The total number of minutes in a billing cycle that the Contractor 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 Contractor Software is intended to be 24/7/365. Contractor sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. City Responsibilities

Whenever the City experiences Downtime, the City must make a support call according to the procedures outlined in the Support Call Process. The City will receive a support incident number.

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

The documentation the City provides 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. Contractor Responsibilities

When Contractor's support team receives a call from the City that a Downtime has occurred or is occurring, Contractor will work with the City to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Contractor will also work with the City to resume normal operations.

Upon timely receipt of the City's Downtime report, Contractor will compare that report to Contractor's own outage logs and support tickets to confirm that a Downtime for which Contractor was responsible indeed occurred.

Contractor will respond to the City's Downtime report within 30 day(s) of receipt. To the extent Contractor has confirmed Downtime for which Contractor is responsible, Contractor will provide the City with the relief set forth below.

c. City Relief

When a Service Availability goal is not met due to confirmed Downtime, Contractor 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.

Issuing of such credit does not relieve Contractor of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, the City's credits will be reissued.

In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

The City may request a report from Contractor that documents the preceding billing cycle'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.

Contractor performs 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, Contractor will provide advance notice of those windows and will coordinate to the greatest extent possible with the City.

V. Force Majeure

The City will not hold Contractor responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Contractor will file with the City a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. The City will not unreasonably withhold its acceptance of such a request.

The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Agreement by arbitration. Any reference to arbitration in prior discussions or documents is deemed void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the required approval authorities below.

City of Wichita

_____ Date: _____

Jeff Longwell , Mayor

Attest:

_____

Karen Sublett, City Clerk

Approved as to form:

_____

Jennifer Magaña, City Attorney & Director of Law

Tyler Technologies, Inc.

_____ Date: 6/6/2016

Abby Diaz, Vice President & Associate General Counsel

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: 2016-17 Third Program Year Action Plan Revision

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the revision to the 2016-17 Third Program Year Action Plan, and authorize the necessary funding agreements.

Background: On May 3, 2016, the City Council approved the 2016-2017 Third Program Year Action Plan for submission to the U.S. Department of Housing and Urban Development (HUD). The plan included an allocation of Community Development Block Grant (CDBG) funds in the amount of $185,827 for summer youth employment activities to be implemented during summer, 2017. In accordance with the City Council mandate, a community stakeholder committee will be convened for a strategic review of program services and outcomes, with a recommendation for specific program plans to be presented to the City Council later during the program year. The Way to Work summer youth employment activity will be implemented during summer, 2016, with funds remaining from the 2015-16 CDBG allocation serving 120 youth. This year the program was enhanced to provide the youth with job development mentors. Five part-time workers have been retained, necessitating use of $5,000 for this summer's activities.

Analysis: The purpose of this action is to revise the 2016-17 Third Program Year Action Plan to allocate CDBG funds in the amount of $5,000 for The Way to Work summer youth employment activities, to be expended during July 2016. The remaining $180,827 will remain available for summer 2017 activities to be designated later during the program year as directed.

Financial Considerations: All CDBG funds for these activities have been awarded by the U.S. Department of Housing and Urban Development. No general funds are involved with this action.

Legal Considerations: This is a technical revision to the Plan, and is not considered by HUD to be a substantial amendment. The Law Department has reviewed and approved the amendment as to form.

Recommendations/Actions: It is recommended that the City Council approve the revision to the 2016-17 Third Program Year Action Plan, and authorize the necessary funding agreements.

Attachment:
2016-17 Allocation Spreadsheet, revised

CDBG Allocation Spreadsheet, proposed June 14, 2016					
COMMUNITY DEVELOPMENT BLOCK GRANT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Public Facilities and Infrastrcuture Improvements	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
PUBLIC WORKS & UTILITIES	$75,000	$75,000	$402,020	$1,340,000	$625,000
Hazardous Street or Sidewalk Repair	$75,000	$75,000	0	0	$200,000
DIV Street Paving - Dora & Everett			$367,020	$115,000	
DI Sidewalk Replacement - 11th Street			$35,000	$75,000	
Green Street Bikeway				$400,000	
Pedestrian Crossing 9th & McLean				$150,000	
Market & Topeka Bike Path				$300,000	
Mt. Vernon Bike Path					$125,000
DI Opportunity Area infrastructure improvements				$300,000	$300,000
METROPOLITAN AREA BUILDING & CONSTRUCTION DEPARTMENT	$100,000	$90,000	$0	$0	$60,000
Demolition and Clearance of Dangerous and Unsafe Buildings	$100,000	$90,000	0	0	$60,000
PARKS & RECREATION	$0	$0	$130,000	$350,000	$0
Glen Dey Park Improvements			$50,000		
Friendship Park Improvements			$80,000		
Ash Park Improvements				$250,000	
Fairmount Park Improvements				$100,000	
TOTAL CAPITAL/DEMOLITION PROJECTS	$175,000	$165,000	$532,020	$1,690,000	$685,000
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED		$75,000	$532,020	$1,690,000	$685,000
COMMUNITY DEVELOPMENT BLOCK GRANT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Housing Activities	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
HOME IMPROVEMENT PROGRAM SERVICES	$965,313	$1,147,495	$1,142,000	$1,179,251	$1,140,156
Home Improvement Program Administration	$369,091	$369,091	$389,000	$389,000	$389,000
Home Repair	$546,222	$758,984	$753,000	$740,251	$751,156
Neighborhood Clean-Ups	$50,000	$19,420			
Demolition Activities Related to HOME				$50,000	
MABCD Code Enforcement				$100,000	$50,000
HOMEOWNERSHIP 80 PROGRAM				$100,000	
2% HOME IMPROVEMENT LOAN PROGRAM				$30,000	
TOTAL HOUSING PROJECTS	$965,313	$1,147,495	$1,142,000	$1,409,251	$1,190,156
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	$0	$0	$0	$324,661	$100,000
COMMUNITY DEVELOPMENT BLOCK GRANT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Administration and Planning - 20% CAP	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
HOUSING AND COMMUNITY SERVICES	$414,993	$464,511	$458,609	$526,574	$525,914
CDBG Indirect Costs	$54,993	$59,511	$84,124	$121,574	$186,047
CDBG Program Management	$355,000	$400,000	$369,485	$400,000	$339,867
Fair Housing Initiatives	$5,000	$5,000	$5,000	$5,000	

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Voluntary Stormwater Offsite Water Quality Best Management Practice (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the Voluntary Stormwater Offsite Water Quality Best Management Practice (BMP) Program, place the proposed ordinance amendments on first reading and authorize the necessary signatures, approve the necessary budget adjustments, and authorize staff to proceed with contract negotiations with service provider (K-State/Watershed Restoration and Protection Strategies) to administer the program.

Background: Beginning in 2011, the City's Municipal Separate Storm and Sewer System Permit (MS4) required post-construction, onsite Best Management Practices (BMP) for improving water quality where residential and commercial developments or redevelopments disturb more than one acre of soil. An onsite water quality BMP removes and contains sediment from stormwater runoff before it leaves the property. Sediment removal is achieved onsite by installing specialized equipment and appurtenances to the stormwater drainage system, or by enlarging onsite detention ponds to hold additional sediment. Installation, ongoing maintenance, inspections and reporting, and all associated costs are the sole responsibility of the property owners. In lieu of the onsite BMP, a new alternative approach that achieves better outcomes in terms of sediment reduction, while providing cost savings to landowners and businesses has been developed and is being proposed.

Analysis: The development community, the Stormwater Advisory Board, the City of Wichita, and State and Federal regulators collaborated to develop a program that would allow offsite water quality BMP to be installed on agricultural land in areas of the Little Arkansas watershed upstream of Wichita. Kansas Department of Health & Environment (KDHE) and the Environmental Protection Agency (EPA) regulators determined BMP, such as converting existing crop land to no-till farming, would provide at least two times the sediment reduction compared to current onsite BMP in the City. In addition, development and businesses would realize substantial savings in terms of both upfront and ongoing costs (see attachment #1 Program Comparison). Startup funding for the program, in the amount of $60,000, would be provided by the City and ongoing costs would be paid for by development based on a per-acre fee, in the amount of $19/acre. The fees would be collected by the City and 100% of the revenue would be passed through to a contracted program administrator. This would be a voluntary program that would provide an alternative to the more costly, less effective, onsite BMP that development is currently required to construct. If approved, this program would provide an innovative, adaptive approach to improving water quality in terms of sediment control on a regional level. Federal and state regulators are looking to the program in hopes of it becoming a model for controlling sediment in storm water runoff on a national scale.

A letter of concurrence for program approval from KDHE has been provided (attachment #2 City Memo to KDHE Establishing Agreement on Key Program Elements, and a Letter from KDHE Establishing Formal Concurrence of Key Program Elements). A contract for a service provider to administer the offsite BMP program in rural areas of the Little Arkansas watershed will be placed on a future City Council meeting addition to the second reading of the aforementioned ordinances.

In order to implement the program amendments to City Ordinance Chapter 16.32 are necessary. Highlights of the proposed changes are as follows:

Chapter 16.32.010(F) **"General Provisions"**

44) Defines offsite program as a voluntary alternative requiring payment of a $19/acre/year fee.
45) Authorizes offsite program fee to pay or reimburse capital expenditures, maintenance costs, program administrative costs, discount rate and design life costs associated with the offsite program.

Chapter 16.32.094(B) **"Waivers and Exemptions from Stormwater Management Standards"**

4) Provides a waiver from the onsite water quality treatment that is found in 16.32.091. In the event that a property is withdrawn from the program or fees go more than six months delinquent, the waiver will lapse and the City may take action to require the owner to construct and maintain the onsite improvements necessary to comply with Code Section 16.32.091.

Chapter 16.32.098 **"Provisions for the Offsite Post Construction BMP Program"**

Establishes requirements for offsite program participants:

A) Establishes authority to collect offsite BMP program fee of $19/acre/year.
B) Establishes fee collection mechanism (included on periodic sewer utility bill).
C) Establishes penalty for late or non-payment (same methods used for ERU collection), includes reference to additional enforcement found in 16.32.094(B)4.

Financial Considerations: To ensure accountability of program transactions, expenditures and revenues will be separately accounted for and identifiable within the Stormwater Utility Fund. To provide the initial resources for the program, staff recommends transferring $60,000 from the Economic Development Fund to the Stormwater Utility. To implement the program, expenditures of $40,000 in 2016 and $20,000 in 2017 are estimated from the Stormwater Utility. A portion of the $19 per-acre fee assessed to developers will be used reimburse the City's initial investment over a period of 11 years.

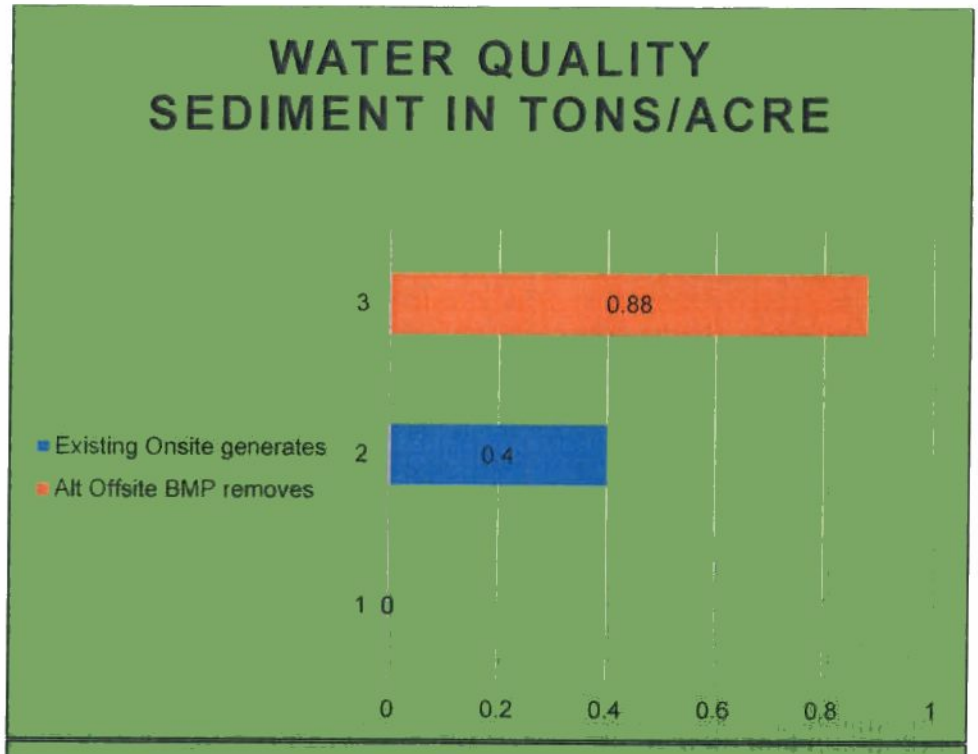
Legal Considerations: The Law Department has reviewed and approved the ordinance changes and the KDHE letter of concurrence and program approval as to form.

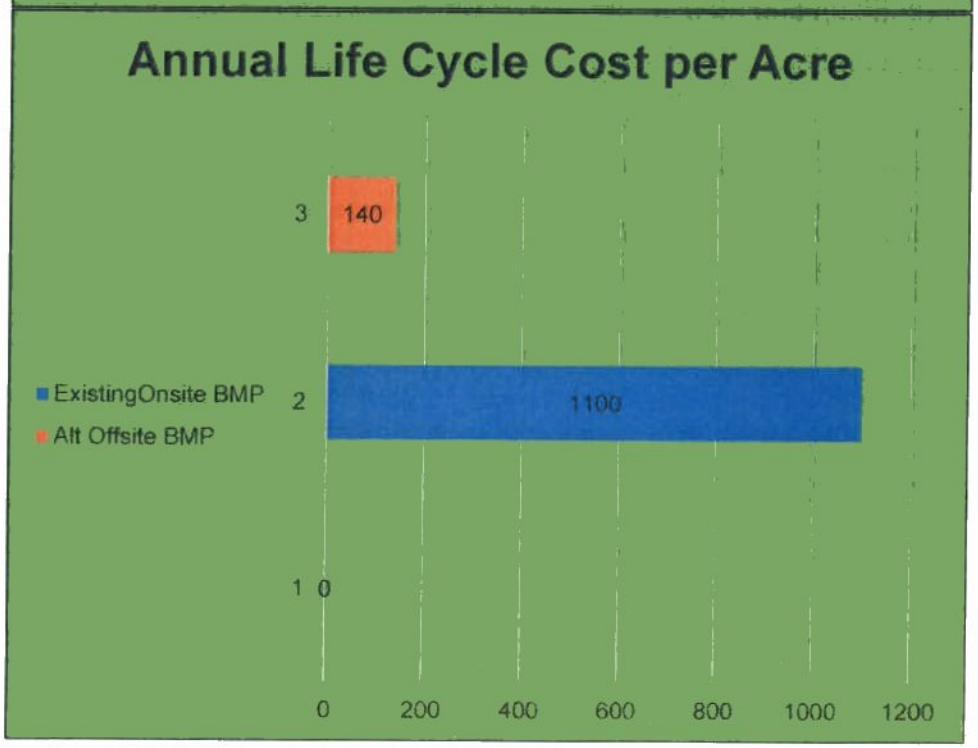
Recommendation/Action: It is recommended that the City Council approve the Voluntary Stormwater Offsite Water Quality Best Management Practice (BMP) Program, place the ordinance amendments on first reading, approve the necessary budget adjustments, approve the necessary signatures, and authorize staff to proceed with contract negotiations with the service provider (K-State/WRAPS) to administer the program.

Attachments: (1) Program Comparison, (2) City Memo to KDHE Establishing Agreement on Key Program Elements, and a Letter from KDHE Establishing Formal Concurrence of Key Program Elements, (3) Ordinances Amending Chapter 16.32.

Attachment 1.

Existing program and alternative program comparison:





Attachment 2.

CITY OF WICHITA

PUBLIC WORKS & UTILITIES MEMORANDUM

To: Jaime Gaggero, Director of the Bureau of Water, Kansas Department of Health and Environment

From: Don Henry, Assistant Director of Public Works & Utilities, City of Wichita

Date: May 13, 1016

RE: Alternative Stormwater Offsite Pollution Reduction Program in accordance with Kansas Permit No. M–AR94– SO01

Purpose:

This purpose of this memorandum is to document mutual understanding and approval of key elements of the Alternative Stormwater Offsite Pollution Reduction Program to be operated under Kansas Permit No. M–AR94– SO01 (MS4), issued by KDHE to the City August 1, 2014 for its urban stormwater program. The elements described herein along with details of the program will be submitted to KDHE for incorporation into the Stormwater Maintenance Plan (SMP) under the MS4.

Key elements of the program include:

1. The Program was developed with watershed interests, such as the City's Stormwater Advisory Board, developers, other communities, Watershed Restoration and Protection Strategies (WRAPS) groups, and Conservation Districts lying outside the Permit Area for the joint purpose of reducing pollutant loads generated from urban and non-urban lands within the shared watershed.

2. Candidate offsite locations and practices will be consistent with implementing existing watershed plans that identify specific urban and non-urban (such as agricultural) Best Management Practices (BMP) types in critical locations to achieve TMDLs reductions.

3. Qualifying candidates may select from a suite of sediment reducing BMPs to complement their operation.

4. Offsite sediment credits will be implemented and maintained at a 2:1 credit ratio to onsite sediment generation.

Attachment 2.

5. The program will secure offsite sediment credits equivalent to 800 tons of sediment from onsite acres in the first year. Given assumed sediment production rates of 0.4 tons/acre/year from new and redevelopment sites the 1,600 tons of sediment credits secured offsite in Year 1 will cover 2,000 onsite acres participating in the program. If 200 acres participate per year, this initial infusion represents a 10-year sediment credit supply. Offsite acreage will be adjusted to correspond with annual growth.

6. The program will replace 100% of sediment credits (for example no-till farm field acreage) that exit the program upon expiration of binding agreements between the City and/or its contract administrator and producers to maintain approved sediment reduction BMP.

7. The program will apply to any development or redevelopment within the City limits that elect to participate in alternative BMP site location.

8. Status of offsite BMP implementation and resulting sediment credits will be reported by the City annually as part of the MS4 Annual Permit Report.

9. Should the program end for any reason, or if there are changes to program requirements in the future, it is understood that existing sites participating in the program, and the City of Wichita, would be exempt from any retroactive water quality requirements and would not result in the City or any such sites being in violation of the MS4 Permit and will not result in any penalties or other punitive actions from KDHE.

Division of Environment
Curtis State Office Building
1000 SW Jackson, Suite 400
Topeka, Kansas 66612-1367

Susan Mosier, MD, Secretary

Kansas

Department of Health & Environment

Phone: 785-296-1535
Fax: 785-296-8464
www.kdheks.gov

Sam Brownback, Governor

May 19, 2016

Mr. Alan King, Director
Department of Public Works and Utilities – City of Wichita
City Hall 8th Floor
455 North Main Street
Wichita, KS 67202-1684

Dear Mr. King:

This follows the May 13, 2016 e-mail communication from Don Henry of your office to Bureau of Water (BOW) which included a memorandum addressing the Alternative Stormwater Offsite Pollution Reduction Program in accordance with Kansas Permit No. M-AR94-SO01 (the Phase I MS4 permit for Wichita, Kansas). KDHE staff have reviewed the memo, made a few edits and agree with the key elements listed in the memo. Please accept this letter as confirmation of receipt of the memo, acknowledgement of review and editing, and formal concurrence with the memo and support of your program. I am attaching our edited version of the memo for your consideration and use.

Formally, the one item BOW will need to act on is the descriptive documentation of the Alternative Stormwater Offsite Pollution Reduction Program. The City's Municipal Separate Storm Sewer System (MS4) permit (Permit No. M-AR94-SO01) requires KDHE approval of the Alternative Stormwater Offsite Pollution Reduction Program prior to incorporation into the Stormwater Management Program (SMP). KDHE recommends submission of a document, consisting of a few pages of text, which will be incorporated into the SMP and describes the Alternative Stormwater Offsite Pollution Reduction Program.

This document should outline the procedural steps for the application process, municipal review, determination of the offsite BMP and extent of the BMP, and also the approval/implementation process. Several of the key elements should be included such as the 2:1 credit ratio and the replacement of sediment credits in the event any such credits exit the program. Following receipt of an acceptable document by KDHE, formal written approval will be provided by BOW and this document may be incorporated into the Wichita Stormwater Management Program. Subsequently the Alternative Stormwater Offsite Pollution Reduction Program may then be enacted by the City.

KDHE continues to support Wichita in implementing this first Alternative Stormwater Offsite Pollution Reduction Program instigated under an MS4 permit. Within the next two to three years KDHE hopes to be able to direct the attention of other municipalities to this program at Wichita and encourage the development of similar programs. In summary, the Bureau of Water will work with the City so that the Wichita Alternative Stormwater Offsite Pollution Reduction Program becomes a true success story.

Best Regards,

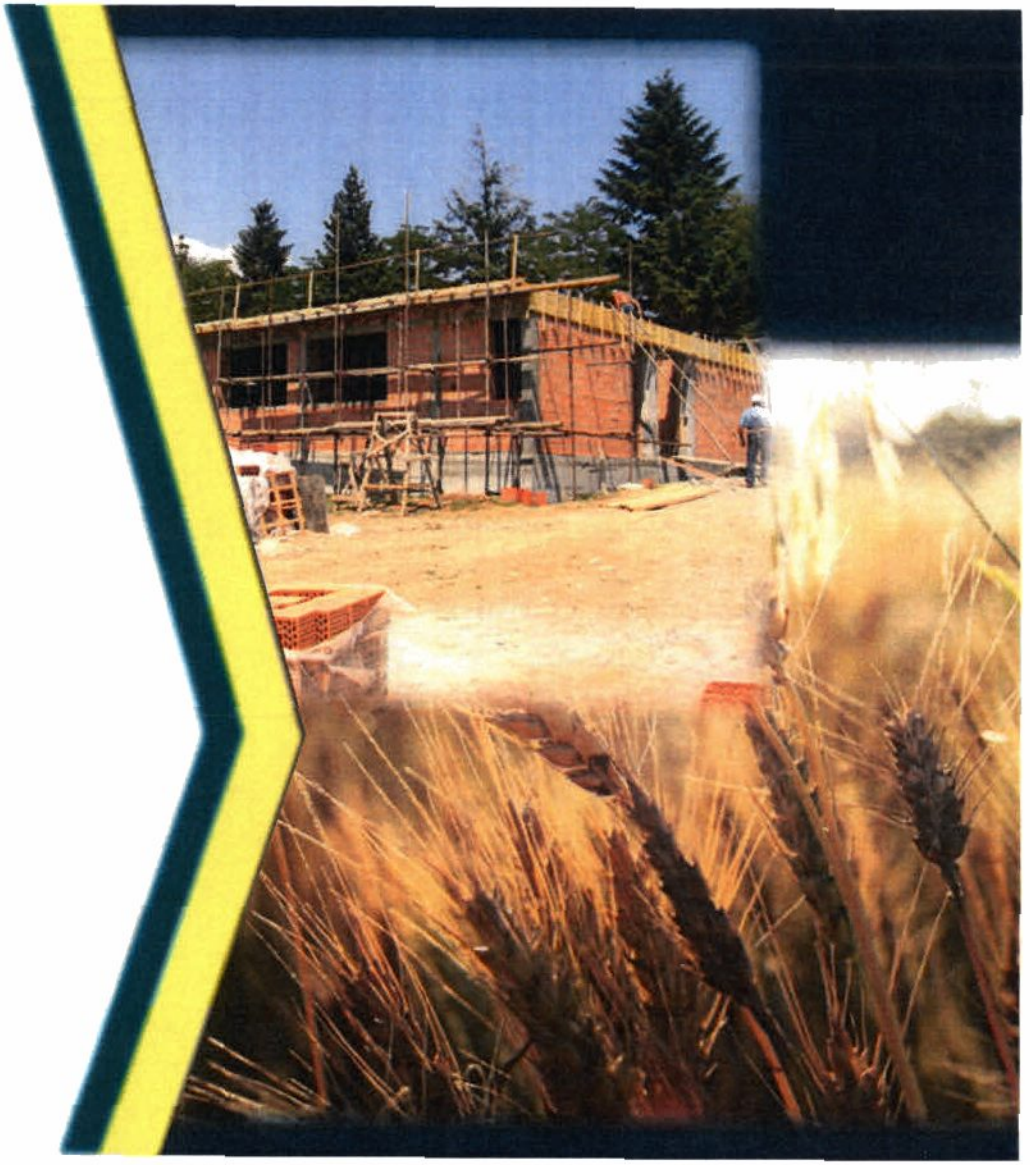
Jaime Gaggero

Jaime Gaggero, Director
Bureau of Water, KDHE
1000 SW Jackson, Suite 420
Topeka, KS 66612

Voluntary Offsite Water Quality Best Management Practice (BMP) Program

Public Works & Utilities/Stormwater Management

June 14, 2016



Collaboration

- Stormwater Advisory Board support
- Development community support
- KDHE support
- EPA support
- Win-Win-Win

Current Onsite BMP Program

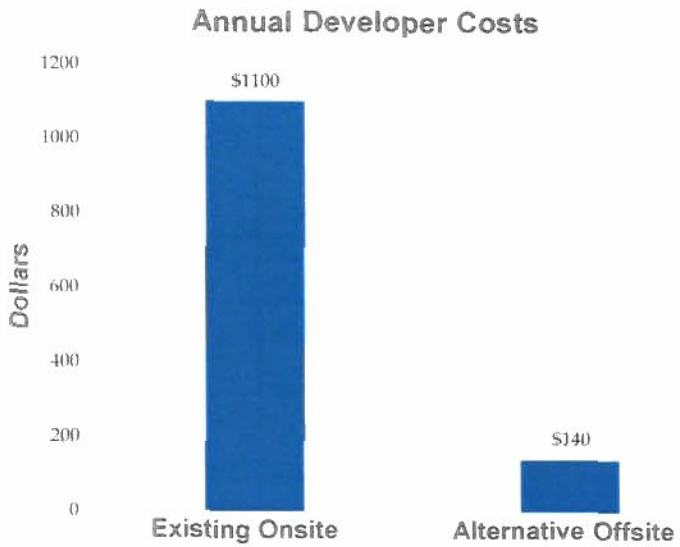
- City MS4 Permit from KDHE for Total Suspended Solids (TSS) reduction
- Development required to meet water quality treatment onsite
- Substantial expense involved
- What if the SWAB could find a Development friendly, economically sustainable method?

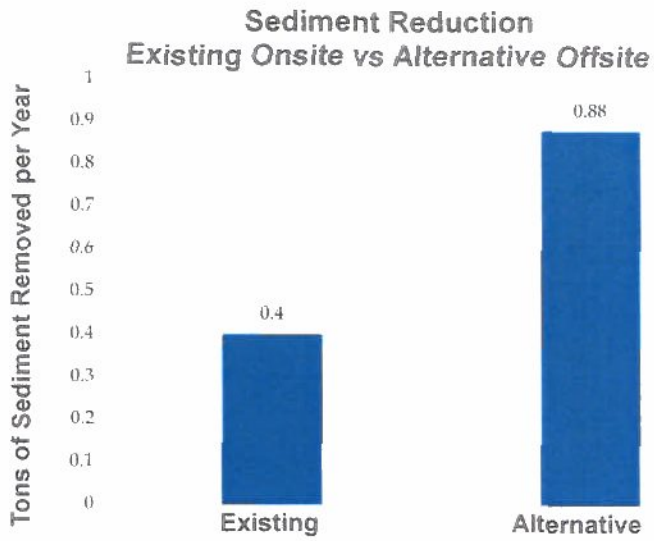
Proposed Alternative Offsite BMP Program

- Rural offsite BMPs in lieu of urban onsite BMPs to reduce sediment
- Lower upfront and long term costs for Development
- Voluntary participation
- Greater amount of sediment removed
- Economically sustainable program
- No additional liability for City
- No rate payer impacts

Program Benefits

Existing program and alternative program comparison:





Proposed Alternative Offsite BMP Program

- Enroll upstream agricultural fields in sediment reduction practice i.e. no-till farming
- Agriculture sediment into river system is substantially reduced
- Kansas State University Report provides technical background

Practices

No-till field in wheat residue with grass filter strip

Conventional tillage wheat field, no residue present

Funding

- City to provide $60,000 start-up funds for the program (bank)
- Development pays a $19 annual fee per acre developed
- SWAB could recommend an annual fee adjustment

Summary of Ordinance Changes

- Chapter 16.32
- Defines offsite program as a voluntary alternative requiring payment of a $19/acre/year fee
- Authorizes expenditures of the offsite fee
- Provides waiver from onsite program found in 16.32.091, and that the waiver will lapse for properties that withdraw from the program or go more than six months delinquent
- Establishes authority to collect voluntary offsite BMP program fee
- Establishes fee collection mechanism (included on periodic sewer utility bill)
- Establishes penalty for late or non-payment (same methods used for ERU collection), includes reference to additional enforcement found in 16.32.094(B)4

Recommended Actions

- Approve the Voluntary Stormwater Offsite Water Quality BMP Program
- Place the ordinance amendments on 1st reading
- Authorize the necessary budget adjustments
- Approve the necessary signatures
- Authorize staff to proceed with contract negotiations with the service provider (K-State/WRAPS) to administer program

Offsite BMP Program

Public Works & Utilities/Stormwater Management

Serving You, In Many Ways, Every Day

CITY OF WICHITA

www.wichita.gov

PUBLISH June 24th and July 1st, 2016

ORDINANCE NO. 50-266

AN ORDINANCE AMENDING SECTIONS 16.32.010 AND 16.32.094 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO STORMWATER POLLUTION PREVENTION, REPEALING THE ORIGINALS OF SAID SECTIONS, AND ENACTING NEW SECTION 16.32.098.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 16.32.010 of the Code of the City of Wichita is amended to read as follows:

Sec. 16.32.010. - General provisions.

A. *Purposes.* The purpose and objective of this chapter are as follows:

1. To maintain and improve the quality of surface water and groundwater within the city;

2. To attenuate the discharge of contaminated storm water runoff from industrial, commercial, residential, and construction sites into the municipal separate storm sewer system (MS4) and natural waters within the city;

3. To promote public awareness of the hazards involved in the improper discharge of hazardous substances, petroleum products, household hazardous waste, industrial waste, sediment from construction sites, pesticides, herbicides, fertilizers, and other contaminants into the storm sewers of the city;

4. To encourage recycling of used motor oil and safe disposal of other hazardous consumer products;

5. To facilitate compliance with state and federal standards and permits by owners of industrial and construction sites within the city;

6. To enable the city to comply with all federal and state laws and regulations applicable to its NPDES permit for storm water discharges~~.~~;

7. To regulate the management of storm water for purposes of public safety, welfare and quality of life;

8. To manage and maintain local floodplains; and,

9. To facilitate compliance with city standards and permits by owners of developed, redeveloped and undeveloped properties within the city.

B. *Administration.* Except as otherwise provided herein, the director, or his appointed representative, shall administer, implement, and enforce the provisions of this chapter.

C. *Authority.* The Director may develop additional policies, criteria, specifications and standards in a Storm Water Manual and/or in other policy, master plans, watershed plans or guidance documents as necessary to effectively implement the requirements of this chapter. The policies, criteria and requirements of the Storm Water Manual and/or other policy, plans or guidance documents may be implemented and amended by the Director, are referenced in this chapter when required, and shall be enforceable, consistent with the provisions contained in this chapter. A public meeting shall be held bi-annually to allow public comment on this chapter and the Storm Water Manual.

In the event that a violation of any provision of this chapter has occurred, or that work does not have a required plan or permit, or that work does not comply with an approved plan or permit, the city may issue a Notice of Violation to the permittee, plan holder or property owner and/or any other person or entity having responsibility for the property or properties where the violation occurred under the provisions of subsection .100 B. of this chapter.

In the spirit of the purposes defined above for this chapter and in the administration of these requirements, the Director may consider the cost-effectiveness of storm water management controls provided that such controls meet the water quality, channel erosion protection and flood protection requirements of this chapter or are waived or exempted in accordance with the criteria defined in this chapter.

D *Regulatory or legal conflicts.* This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions, or existing ordinances and regulations, except as specifically noted in this chapter. However, where the provisions of this ordinance and another regulation conflict or overlap, that provision which is more restrictive or imposes higher standards or requirements shall prevail.

E. *Abbreviations.* The following abbreviations when used in this chapter shall have the designated meanings:

BMP	Best Management Practices
CFR	Code of Federal Regulations
CLOMR	Conditional Letter of Map Revision
EPA	U.S. Environmental Protection Agency
FEMA	Federal Emergency Management Agency
HHW	Hazardous Household Waste

KAR	Kansas Administrative Regulations
KSA	Kansas Statutes Annotated
LOMR	Letter of Map Revision
mg/l	Milligrams per liter
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
OCI	Office of Central Inspection
PST	Petroleum Storage Tank
SWP3	Storm Water Pollution Prevention Plan
TMDL	Total Maximum Daily Load
USC	United States Code

F. *Definitions.* Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

1. *"As-built plan"* means a drawing showing the actual state of permanent storm water facilities as installed.

2. *"Best management practices (BMP)"* means schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States or the city's MS4 and includes both temporary measures used during construction and permanent measures that are constructed in accordance with the provisions of this ordinance. Best management practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage areas. The BMPs required in this chapter will be sufficient to prevent or reduce the likelihood of pollutants entering storm sewers, ditches, or ponds.

3. *"City"* means the City of Wichita.

4. *"Commencement of construction"* means the disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

5. *"Commercial"* means pertaining to any business, trade, industry or other activity engaged in for profit.

6. *"Construction general permit"* refers to the Kansas General Permit for Storm water Discharges from Construction Sites.

7. "*Contractor"* means any person or firm performing construction work at a construction site, including any general contractor and subcontractors. Also

includes, but is not limited to, earthwork, paving, building, plumbing, mechanical, electrical, landscaping contractors, and material suppliers delivering materials to the site.

8. *"Development"* or *"new development"* means undisturbed property where improvements are planned or intended that will result in land disturbance activities or impervious areas either during or after construction.

9. *"Director"* means the person appointed to the position of Public Works and Utilities Director by the City Manager of the City, or his/her duly authorized representative. Authorized representatives can include, but are not limited to, the City Engineer, the Storm Water Engineer, and others, as so authorized.

10. *"Discharge"* means any addition or introduction of any pollutant, storm water, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.

11. *"Discharger"* means any person who causes, allows, permits, or is otherwise responsible for a discharge, including without limitation any owner of a construction site or industrial facility.

12. *"Domestic sewage"* means human excrement, gray water (From home clothes washing, bathing, showers, dishwashing, and food preparation), other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveyances of dwellings (including apartment houses and hotels), office buildings, factories, and institutions, that is free from industrial waste.

13. *"Drainage plan"* refers to the detailed water quantity and quality calculations and plan that are required for final plat approval or for issuance of a building permit.

14. *"Earthwork"* means the disturbance of soils on a site associated with clearing, grading, or excavation activities.

15. *"Environmental Protection Agency (EPA)"* means the United States Environmental Protection Agency, the regional office thereof, any federal department, agency or commission that may succeed to the authority of the EPA, and any duly authorized official of EPA or such successor agency.

16. *"Extremely hazardous substance"* means any substance listed in the appendices to 40 CFR Part 355, Emergency Planning and Notification.

17. *"Facility"* means any building, structure, installation, process, or activity from which there is or may be discharge of a pollutant.
18. "*Fertilizer"* means a substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential

plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

19. *"Final stabilization"* means the status when all soil disturbing activities at a site have been completed. This would establish a uniform perennial vegetative cover with a density of seventy percent coverage for unpaved areas and those not covered by permanent structures or equivalent permanent stabilization measures (by employing riprap, gabions, or geotextiles).

20. *"Fire protection water"* means any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.

21. *"Garbage"* means putrescible animal and vegetable waste materials from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

22. *"Harmful quantity"* means the amount of any substance that will cause a violation of a State Water Quality Standard or any adverse impact to the city's drainage system.

23. *"Hazardous household waste (HHW)"* means any material generated in a household (including single and multiple residences) by a consumer which, except for the exclusion provided in 40 CFR Section 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

24. *"Hazardous substance"* means any substance listed in Table 302.4 of 40 CFR Part 302.

25. *"Hazardous waste"* means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

26. *"Hazardous waste treatment, disposal, and recovery facility"* means all contiguous land, and structures, other appurtenances and improvements on the land used for the treatment, disposal, or recovery of hazardous waste.

27. *"Impervious area"* or *"impervious cover"* means the number of square feet of hard surface areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions as undisturbed property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as undisturbed property, including, but not limited to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and compacted dirt or graveled areas.

28. *"Individual building sites"* means and includes sites of building construction or earthwork activities that are not a part of a new subdivision development and any individual lot within a newly developing subdivision.

29. *"Industrial general permit."* See "Kansas General Permit for Storm water Discharges Associated with Industrial Activity."

30. *"Industrial waste"* means any waterborne liquid or solid substance that results from any process of industry, manufacturing, mining, production, trade or business.

31. *"Industry"* means and includes: (a) municipal landfills; (b) hazardous waste treatment, disposal, and recovery facilities; (c) industrial facilities that are subject to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) 42, U.S.C. Section 11023; industrial facilities required to obtain NPDES storm water discharge permits due to their Standard Industrial Classification or narrative description; and (d) industrial facilities that the director determines are contributing a substantial pollutant loading to the MS4, which are sources of storm water discharges associated with industrial activity.

32. *"Kansas General Permit for Storm Water Discharges Associated with Industrial Activity (or industrial general permit)"* means the industrial general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.

33. *"Kansas General Permit for Storm Water Discharges from Construction Sites (or construction general permit)"* means the construction general permit issued by KDHE and any subsequent modifications on amendments thereto, including group permits.

34. *"Land disturbance"* means the disturbance of soils on a site associated with clearing, grading, excavation, new development or redevelopment activities.

35. *"Landfill"* means an area of land or an excavation in which municipal solid waste is placed for permanent disposal, and which is not a land treatment facility, a surface impoundment, or an injection well.

36. *"Municipal separate storm sewer system (MS4)"* means the system of conveyances, (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the city and designed or used for collecting or conveying storm water, and which is not used for collecting or conveying sewage.

37. *"Municipal solid waste"* means solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, and includes garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial waste.

38. *"NPDES permit"* means for the purpose of this chapter, this is a permit issued by EPA or the state of Kansas that authorizes the discharge of storm water pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis

39. *"Nonpoint source"* means the source of any discharge of a pollutant that is not a point source.

40. *"Notice of intent (NOI)"* means the notice of intent that is required by either the industrial general permit or the construction general permit.

41. *"Notice of termination (NOT)"* means the notice of termination that is required by either the industrial general permit or the construction general permit.

42. *"Notice of violation"* means a written notice provided to the owner or contractor detailing any violations of this chapter and any clean-up action expected of the violators.

43. *"OCI"* means office of central inspection and includes its superintendent and his or her authorized representatives.

44. *"Offsite BMP program"* is a voluntary storm water quality compliance program offered to existing property, new development and redevelopment that requires payment to the city of a monthly service fee instead of implementation of the on-site BMPs that would otherwise be required to be constructed and maintained to comply with Section 16.32.091 of this Chapter.

45. *"Offsite BMP program fee"* means a fee of $19 per year for each permitted acre of property registered in the offsite BMP program, as authorized by this Chapter pursuant to Charter Ordinance 147 and K.S.A. 12-137, which fee has been established to pay or reimburse capital expenditures, maintenance costs, program administrative costs, discount rate and design life costs associated with the offsite BMP program.

4~~4~~6. *"Oil"* means any kind of oil in any form, including, but not limited to: petroleum, fuel oil, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste.

4~~5~~7. *"Outfall"* or *"storm water outfall"* means the terminus of the storm water system for a development or redevelopment where the storm water runoff is released into a larger public or private storm water management system, or into a stream, waters of the United States or other water body.

4~~6~~8. *"Owner"* means the person who owns a facility, part of a facility, or land.

4~~7~~9. *"Person"* means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, government entity, or any other legal entity; or their legal representatives, agents, or assigns, including all federal, state, and local government entities.

~~48~~50.*"Pesticide"* means a substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest, or substances intended for use as a plant regulator, defoliant, or desiccant.

~~49~~51.*"Petroleum product"* means a petroleum product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel for the propulsion of a motor vehicle, or aircraft, including motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

5~~0~~2. *"Petroleum storage tank (PST)"* means any one or combination of aboveground or underground storage tanks that contain petroleum product and any connecting underground pipes.

5~~1~~3. *"Point source"* means any discernable, confined, and discrete conveyance including, but not limited to: any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

5~~2~~4. *"Pollutant"* means dredged spoil, spoil waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil, yard waste, hazardous household wastes, used motor oil, anti-freeze, litter, and industrial, municipal, and agricultural waste discharged into water and/or any substance, debris, matter that may be carried downstream by storm water runoff, and/or any substance or matter that may be dissolved in storm water runoff.

5~~3~~5. *"Pollution"* means the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

5~~4~~6. *"Qualified personnel"* means persons who possess the required certification, license, or appropriate competence, skills, and ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity.

5~~5~~7. *"Redevelopment"* or *"redevelopment site"* means a change to previously existing improved property, including but not limited to the demolition or building structures, filling, grading, paving, or excavating.

5~~6~~8. *"Release"* means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the municipal separate storm sewer system (MS4) or the waters of the United States.

5~~7~~9. *"Reportable quantity (RQ)"* means, for any hazardous substance, the quantity established and listed in Table 302.4 of 40 CFR Part 302; for any extremely hazardous substance, the quantity established in 40 CFR Part 355.

~~58~~60.*"Rubbish"* means nonputrescible solid waste, excluding ashes, that consist of: (a) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and (b) noncombustible waste materials, including grass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (one thousand six hundred to one thousand eight hundred degrees Fahrenheit).

~~59~~61.*"Sanitary sewer"* means the system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the city sewage treatment plant (and to which storm water, surface water, and groundwater are not intentionally admitted).

6~~0~~2. *"Septic tank waste"* means any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

6~~1~~3. *"Service station"* means any retail establishment engaged in the business of selling fuel for motor vehicles that is dispensed from pumps.

6~~2~~4. *"Sewage"* means the domestic sewage mid and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.

6~~3~~5. *"Site"* means the land or water area where development or redevelopment is physically located or being conducted, including lands adjacent to the development that is not subject to land disturbing activities but that is used as a staging area or for other uses in connection with the new development or redevelopment.

6~~4~~6. *"Solid waste"* means any garbage, rubbish, refuse, sludge from a waste treatment pla~~i~~nt, water supply treatment plant, or air pollution control facility, and other discarded material including: solid, liquid, semi-solid, or contained gaseous

material resulting from industrial, municipal, commercial, mining, agricultural operations, and community and institutional activities.

6~~5~~7. *"State"* means the state of Kansas.

6~~6~~8. *"Storm water"* means storm water runoff, snow melt runoff, and surface runoff and drainage.

6~~7~~9. *"Storm water discharge associated with industrial activity"* means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is listed as one of the categories of facilities in 40 CFR Section 122.26(b)(14), and which is not excluded from EPA's definition of the same term.

~~68~~70. *"Storm water management facility"* or *"storm water control"* means any structure or installation used to manage storm water quality, flow rate, or volume.

~~69~~71.*"Storm Water Manual"* refers to the latest version, as amended, of the document on file with the Director of Public Works entitled City of Wichita/Sedgwick County Storm Water Manual.

7~~0~~2. *"Storm water pollution prevention plan (SWP3)."* Means a plan required by an NPDES storm water permit and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in storm water discharges associated with construction or other industrial activity.

7~~1~~3. *"Subdivision development"* means and includes activities associated with the platting of any parcel of land into two or more lots and includes all construction taking place thereon.

7~~2~~4. *"Undisturbed property"* means real property which has not been altered from its natural condition so that the entrance of water into the soil mantle is prevented or retarded through changes to the topography or soils.

7~~3~~5. *"Used oil (or used motor oil)"* means any oil that has been refined from crude oil a synthetic oil that, as a result of use, storage, or handling; has become unsuitable for its original purpose because of impurities or the loss of original properties.

7~~4~~6. *"Water of the state (or water)"* means any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that

are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

7~~5~~7. *"Water quality standard"* means the designation of a body or segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the state to be necessary to protect those uses.

7~~6~~8. *"Waters of the United States"* means all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and the flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any water within the federal definition of "waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.

7~~7~~9. *"Watershed"* means the cumulative area that drains to a common point.

~~78~~80.*"Watershed plan"* means an engineering and planning study for the drainage system and/or land areas of a watershed that may include a plan for storm water management in the watershed. Watershed plans can include, but are not limited to, the analysis of flooding problems, water quality problems, potential storm water capital improvements, land use patterns, and regulatory issues for existing and potential future land use conditions and address solutions to these problems.

~~79~~81.*"Wetland"* means any area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

8~~0~~2. *"Yard waste"* means leaves, grass clippings, yard and garden debris, and brush that results from landscaping maintenance and land-clearing operations.

SECTION 2. Section 16.32.094 of the Code of the City of Wichita is amended to read as follows:

Sec. 16.32.094. - Waivers and exemptions from storm water management standards ~~for new developments~~

A. *Exemptions.* Owners of properties where the following activities are undertaken are exempt from the requirements of sections 16.32.091, 16.32.092, 16.32.093 and 16.32.094 of this chapter.

1. Minor land disturbing activities at individual locations, such as gardening, building or grounds maintenance and landscaping, provided that the activity does not result in equal to or greater than one (1) acre of land disturbance;
2. Individual utility service connections, unless such activity is carried-out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot or lots for which a grading permit would otherwise be required by regulation;
3. Installation, maintenance or repair of individual septic tank lines or drainage fields, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot or lots for which a grading permit would otherwise be required by the regulation;
4. Installation of posts or poles;
5. Farming activities;
6. Unplanned emergency work and emergency repairs necessary to protect life or property.

B. *Waivers.* All or some of the storm water management standards required in section 16.32.091 and/or 16.32.092 of this chapter may be waived by the Director under the following circumstances.

1. *Existing Downstream Facilities.* A waiver may be provided for one or more storm water management standards if the waived standard(s) are met by discharging the storm water runoff to an existing storm water management facility, whether public or private, that is:

   ~~i~~a. provided in accordance with an existing watershed plan that is approved by the city; and,

   ~~ii~~b. already in existence, or will be in existence at the time of construction of the new development or redevelopment; and,

   ~~iii~~c. designed, constructed and maintained to provide a level of storm water control that is equal or greater than that which would be afforded by on-site storm water management facilities.

   ~~iv~~d. If a waiver is provided for this reason, the owner of the new development or redevelopment will be required to pay a fee in-lieu-of water quality control, downstream channel stabilization and peak discharge control, in an amount to be determined by the city in accordance with an adopted in-lieu-of fee schedule as adopted by the City Council of the City of Wichita per the watershed plan which covers the new development or redevelopment.

2. *Adverse Impact.* A waiver may be provided if engineering studies determine that installing a storm water management facility in order to meet the storm water management standard being considered for waiver will cause adverse impact to water quality, or cause increased channel erosion, or downstream flooding.

3. *Technical Criterion.* A waiver may be provided if the technical criterion required to waive the storm water management standard, as presented in the Storm Water Manual, is met. In

any case, a waiver is subject to satisfaction of the following requirements, which shall be shown in drainage plans submitted for the new development or redevelopment:

~~i~~a. the waiver applicant shall provide an engineering study, as defined in 16.32.094.C that proves the adequacy of downstream or shared off-site storm water management facilities to offer equivalent or greater protection than the standard(s) for which a waiver is requested; and,

~~ii~~b. the waiver applicant obtains any necessary CLOMR prior to construction, and a LOMR upon completion of construction; and,

~~iii~~c. the waiver applicant obtains all State and Federal permits that may be applicable to the site.

4. *Offsite BMP program participation.* A waiver of the requirements of section 16.32.091 will be provided for all areas of new development, redevelopment or existing developed property: a) that are registered as participating in the City of Wichita offsite BMP program to offset water quality impacts from the development or redevelopment; and b) for which offsite BMP program fees have been paid when due.

Owner(s) of new development, redevelopment or existing developed property that wish to register all, or portions, of their property for participation in the offsite BMP program shall indicate this intent in the drainage plan as indicated in the Storm Water Manual. Approval of the plan by the Director shall serve as the registration of the property, or portions thereof, in the offsite BMP program.

In the event that an owner chooses to terminate the registration for a property, or if BMP program fees for a registered property become more than six months delinquent, and are not paid by the owner within thirty (30) days following notice by the City, the waiver provided by this subsection shall lapse, and the City may require the owner to construct and maintain the on-site BMPs that would have been required to comply with Section 16.32.091 of this Chapter had a waiver never been effective.

C. *Engineering study required.* In the event that a waiver from storm water management control requirements is requested, the adequacy of downstream or shared off-site storm water management facilities to control storm water runoff shall be determined, reviewed and approved by an engineering study that is performed in accordance with the calculation methods presented in the Storm Water Manual. The engineering studies shall be performed at the expense of the owner(s) of the proposed new development or redevelopment, unless a study has already been or is being performed by the city as part of a watershed plan or other land use plan.

SECTION 3. The previous versions of Sections 16.32.010 and 16.32.094, as they hitherto existed, are hereby repealed.

SECTION 4. New Section 16.32.098 is hereby enacted, to read as follows:

Sec. 16.32.098. – Provisions for the offsite BMP program.

Owner(s) of properties registered in the City of Wichita offsite BMP program are subject to the following requirements.

A. *Offsite BMP program fee established.* Subject to the provisions of this chapter, there is imposed on each and every property, or portion of property registered in the City of Wichita offsite BMP program, an offsite BMP program fee. The fee shall be assessed at a yearly rate of $19 per acre on the permitted area of the registered property. The fee shall remain in effect for the property as long as the property remains registered in the City of Wichita offsite BMP program.

B. *Fee collection.* The offsite BMP program fee shall be billed and collected concurrently with the sewer utility bill, as part of a consolidated statement for utility customers which shall be paid by a single payment. In the event that a partial payment is received, the payment shall be applied to the water and sewer portion of the account first, then to the drainage fee portion of the account and then to the offsite BMP program fee portion of the account. Unless otherwise provided for herein, all bills for the offsite BMP program fee shall become due and payable in accordance with sections of the code of the city and with rules and regulations that pertain to the Wichita water and sewer utility that relates to the collection of utility charges. The offsite BMP program fees for any given property shall initially be the responsibility of the person who is paying for water and/or sewer service for the property (the "customer"). If the property is not using water and/or sewer services, then the offsite BMP program fees shall be the responsibility of the person in possession of the property, unless other arrangements are made. If no person is in possession of the property, then the offsite BMP program fees shall be the responsibility of the property owner. In all cases, the property owner shall be ultimately responsible for the offsite BMP program fees not paid by the customer or occupant.

C. *Penalties for late payment or non-payment.* Offsite BMP program fees shall be subject to a penalty for late payment which is the same as that imposed for late payment of water and sewer utility charges. In addition to any other remedies or penalties provided by this chapter or any other ordinance of the city, failure of any of the person(s) designated in subsection B above to pay such charges promptly when due shall subject such person(s) to discontinuance of water services and the city manager of the city, or the city manager's designee, is empowered and directed to enforce this provision as to any and all delinquent users in accordance with provision set forth in Chapter 17.12. Users shall be entitled to notice and shall have the right to a hearing in accordance with Chapter 17.12 before such users' water service is discontinued for failure to pay drainage fees.

Offsite BMP program fees authorized to be charged in this chapter when delinquent may be certified by the clerk of the city to the county clerk of Sedgwick County to be placed on the tax roll for collection, subject to the same penalties and to be collected in like manner as other taxes, and such charges shall, thereafter, constitute a lien upon the real estate served by the stormwater utility and against which such charges were made, regardless of whether the offsite BMP program fees were incurred when a property owner was in possession of the property or a non-owner was in possession of the property. Further, in the event that BMP program fees remain unpaid for the period referenced in Section 16.32.094(B)(4), the City may require the property owner to construct and maintain on-site BMPs as therein provided.

SECTION 5. Pursuant to K.S.A. 12-137, this ordinance shall be published once each week for two consecutive weeks in the official City newspaper, and shall become effective sixty (60) days after its final publication; provided, however, that if within sixty (60) days of its final publication a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular city election shall be filed with the county election officer, demanding that such ordinance be submitted to a vote of the electors, it shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

ADOPTED at Wichita, Kansas, this 21st day of June, 2016, with not less than 2/3 of the members elect of the Governing Body voting in favor.

_____
Jeff Longwell, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Jennifer Magaña, City Attorney and
Director of Law

Marked version

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 16.32.010 AND 16.32.094 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO STORMWATER POLLUTION PREVENTION, REPEALING THE ORIGINALS OF SAID SECTIONS, AND ENACTING NEW SECTION 16.32.098.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 16.32.010 of the Code of the City of Wichita is amended to read as follows:

Sec. 16.32.010. - General provisions.

A. *Purposes.* The purpose and objective of this chapter are as follows:

1. To maintain and improve the quality of surface water and groundwater within the city;

2. To attenuate the discharge of contaminated storm water runoff from industrial, commercial, residential, and construction sites into the municipal separate storm sewer system (MS4) and natural waters within the city;

3. To promote public awareness of the hazards involved in the improper discharge of hazardous substances, petroleum products, household hazardous waste, industrial waste, sediment from construction sites, pesticides, herbicides, fertilizers, and other contaminants into the storm sewers of the city;

4. To encourage recycling of used motor oil and safe disposal of other hazardous consumer products;

5. To facilitate compliance with state and federal standards and permits by owners of industrial and construction sites within the city;

6. To enable the city to comply with all federal and state laws and regulations applicable to its NPDES permit for storm water discharges~~.~~;

7. To regulate the management of storm water for purposes of public safety, welfare and quality of life;

8. To manage and maintain local floodplains; and,

9. To facilitate compliance with city standards and permits by owners of developed, redeveloped and undeveloped properties within the city.

B. *Administration.* Except as otherwise provided herein, the director, or his appointed representative, shall administer, implement, and enforce the provisions of this chapter.

C. *Authority*. The Director may develop additional policies, criteria, specifications and standards in a Storm Water Manual and/or in other policy, master plans, watershed plans or guidance documents as necessary to effectively implement the requirements of this chapter. The policies, criteria and requirements of the Storm Water Manual and/or other policy, plans or guidance documents may be implemented and amended by the Director, are referenced in this chapter when required, and shall be enforceable, consistent with the provisions contained in this chapter. A public meeting shall be held bi-annually to allow public comment on this chapter and the Storm Water Manual.

In the event that a violation of any provision of this chapter has occurred, or that work does not have a required plan or permit, or that work does not comply with an approved plan or permit, the city may issue a Notice of Violation to the permittee, plan holder or property owner and/or any other person or entity having responsibility for the property or properties where the violation occurred under the provisions of subsection .100 B. of this chapter.

In the spirit of the purposes defined above for this chapter and in the administration of these requirements, the Director may consider the cost-effectiveness of storm water management controls provided that such controls meet the water quality, channel erosion protection and flood protection requirements of this chapter or are waived or exempted in accordance with the criteria defined in this chapter.

D *Regulatory or legal conflicts.* This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions, or existing ordinances and regulations, except as specifically noted in this chapter. However, where the provisions of this ordinance and another regulation conflict or overlap, that provision which is more restrictive or imposes higher standards or requirements shall prevail.

E. *Abbreviations.* The following abbreviations when used in this chapter shall have the designated meanings:

BMP	Best Management Practices
CFR	Code of Federal Regulations
CLOMR	Conditional Letter of Map Revision
EPA	U.S. Environmental Protection Agency
FEMA	Federal Emergency Management Agency
HHW	Hazardous Household Waste
KAR	Kansas Administrative Regulations
KSA	Kansas Statutes Annotated

LOMR	Letter of Map Revision
mg/l	Milligrams per liter
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
OCI	Office of Central Inspection
PST	Petroleum Storage Tank
SWP3	Storm Water Pollution Prevention Plan
TMDL	Total Maximum Daily Load
USC	United States Code

F. *Definitions.* Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

1. *"As-built plan"* means a drawing showing the actual state of permanent storm water facilities as installed.

2. *"Best management practices (BMP)"* means schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States or the city's MS4 and includes both temporary measures used during construction and permanent measures that are constructed in accordance with the provisions of this ordinance. Best management practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage areas. The BMPs required in this chapter will be sufficient to prevent or reduce the likelihood of pollutants entering storm sewers, ditches, or ponds.

3. *"City"* means the City of Wichita.

4. *"Commencement of construction"* means the disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

5. *"Commercial"* means pertaining to any business, trade, industry or other activity engaged in for profit.

6. *"Construction general permit"* refers to the Kansas General Permit for Storm water Discharges from Construction Sites.

7. "*Contractor"* means any person or firm performing construction work at a construction site, including any general contractor and subcontractors. Also includes, but is not limited to, earthwork, paving, building, plumbing, mechanical,

electrical, landscaping contractors, and material suppliers delivering materials to the site.

8. *"Development"* or *"new development"* means undisturbed property where improvements are planned or intended that will result in land disturbance activities or impervious areas either during or after construction.

9. *"Director"* means the person appointed to the position of Public Works and Utilities Director by the City Manager of the City, or his/her duly authorized representative. Authorized representatives can include, but are not limited to, the City Engineer, the Storm Water Engineer, and others, as so authorized.

10. *"Discharge"* means any addition or introduction of any pollutant, storm water, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.

11. *"Discharger"* means any person who causes, allows, permits, or is otherwise responsible for a discharge, including without limitation any owner of a construction site or industrial facility.

12. *"Domestic sewage"* means human excrement, gray water (From home clothes washing, bathing, showers, dishwashing, and food preparation), other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveyances of dwellings (including apartment houses and hotels), office buildings, factories, and institutions, that is free from industrial waste.

13. *"Drainage plan"* refers to the detailed water quantity and quality calculations and plan that are required for final plat approval or for issuance of a building permit.

14. *"Earthwork"* means the disturbance of soils on a site associated with clearing, grading, or excavation activities.

15. *"Environmental Protection Agency (EPA)"* means the United States Environmental Protection Agency, the regional office thereof, any federal department, agency or commission that may succeed to the authority of the EPA, and any duly authorized official of EPA or such successor agency.

16. *"Extremely hazardous substance"* means any substance listed in the appendices to 40 CFR Part 355, Emergency Planning and Notification.

17. *"Facility"* means any building, structure, installation, process, or activity from which there is or may be discharge of a pollutant.
18. "*Fertilizer"* means a substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential

plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

19. *"Final stabilization"* means the status when all soil disturbing activities at a site have been completed. This would establish a uniform perennial vegetative cover with a density of seventy percent coverage for unpaved areas and those not covered by permanent structures or equivalent permanent stabilization measures (by employing riprap, gabions, or geotextiles).

20. *"Fire protection water"* means any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.

21. *"Garbage"* means putrescible animal and vegetable waste materials from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

22. *"Harmful quantity"* means the amount of any substance that will cause a violation of a State Water Quality Standard or any adverse impact to the city's drainage system.

23. *"Hazardous household waste (HHW)"* means any material generated in a household (including single and multiple residences) by a consumer which, except for the exclusion provided in 40 CFR Section 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

24. *"Hazardous substance"* means any substance listed in Table 302.4 of 40 CFR Part 302.

25. *"Hazardous waste"* means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

26. *"Hazardous waste treatment, disposal, and recovery facility"* means all contiguous land, and structures, other appurtenances and improvements on the land used for the treatment, disposal, or recovery of hazardous waste.

27. *"Impervious area"* or *"impervious cover"* means the number of square feet of hard surface areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions as undisturbed property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as undisturbed property, including, but not limited to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and compacted dirt or graveled areas.

28. *"Individual building sites"* means and includes sites of building construction or earthwork activities that are not a part of a new subdivision development and any individual lot within a newly developing subdivision.

29. *"Industrial general permit."* See "Kansas General Permit for Storm water Discharges Associated with Industrial Activity."

30. *"Industrial waste"* means any waterborne liquid or solid substance that results from any process of industry, manufacturing, mining, production, trade or business.

31. *"Industry"* means and includes: (a) municipal landfills; (b) hazardous waste treatment, disposal, and recovery facilities; (c) industrial facilities that are subject to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) 42, U.S.C. Section 11023; industrial facilities required to obtain NPDES storm water discharge permits due to their Standard Industrial Classification or narrative description; and (d) industrial facilities that the director determines are contributing a substantial pollutant loading to the MS4, which are sources of storm water discharges associated with industrial activity.

32. *"Kansas General Permit for Storm Water Discharges Associated with Industrial Activity (or industrial general permit)"* means the industrial general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.

33. *"Kansas General Permit for Storm Water Discharges from Construction Sites (or construction general permit)"* means the construction general permit issued by KDHE and any subsequent modifications on amendments thereto, including group permits.

34. *"Land disturbance"* means the disturbance of soils on a site associated with clearing, grading, excavation, new development or redevelopment activities.

35. *"Landfill"* means an area of land or an excavation in which municipal solid waste is placed for permanent disposal, and which is not a land treatment facility, a surface impoundment, or an injection well.

36. *"Municipal separate storm sewer system (MS4)"* means the system of conveyances, (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the city and designed or used for collecting or conveying storm water, and which is not used for collecting or conveying sewage.

37. *"Municipal solid waste"* means solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, and includes garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial waste.

38. *"NPDES permit"* means for the purpose of this chapter, this is a permit issued by EPA or the state of Kansas that authorizes the discharge of storm water pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis

39. *"Nonpoint source"* means the source of any discharge of a pollutant that is not a point source.

40. *"Notice of intent (NOI)"* means the notice of intent that is required by either the industrial general permit or the construction general permit.

41. *"Notice of termination (NOT)"* means the notice of termination that is required by either the industrial general permit or the construction general permit.

42. *"Notice of violation"* means a written notice provided to the owner or contractor detailing any violations of this chapter and any clean-up action expected of the violators.

43. *"OCI"* means office of central inspection and includes its superintendent and his or her authorized representatives.

44. *"Offsite BMP program"* is a voluntary storm water quality compliance program offered to existing property, new development and redevelopment that requires payment to the city of a monthly service fee instead of implementation of the on-site BMPs that would otherwise be required to be constructed and maintained to comply with Section 16.32.091 of this Chapter.

45. *"Offsite BMP program fee"* means a fee of $19 per year for each permitted acre of property registered in the offsite BMP program, as authorized by this Chapter pursuant to Charter Ordinance 147 and K.S.A. 12-137, which fee has been established to pay or reimburse capital expenditures, maintenance costs, program administrative costs, discount rate and design life costs associated with the offsite BMP program.

4~~4~~6. *"Oil"* means any kind of oil in any form, including, but not limited to: petroleum, fuel oil, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste.

4~~5~~7. *"Outfall"* or *"storm water outfall"* means the terminus of the storm water system for a development or redevelopment where the storm water runoff is released into a larger public or private storm water management system, or into a stream, waters of the United States or other water body.

4~~6~~8. *"Owner"* means the person who owns a facility, part of a facility, or land.

4~~7~~9. *"Person"* means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, government entity, or any other legal entity; or their legal representatives, agents, or assigns, including all federal, state, and local government entities.

~~48~~50.*"Pesticide"* means a substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest, or substances intended for use as a plant regulator, defoliant, or desiccant.

~~49~~51.*"Petroleum product"* means a petroleum product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel for the propulsion of a motor vehicle, or aircraft, including motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

5~~0~~2. *"Petroleum storage tank (PST)"* means any one or combination of aboveground or underground storage tanks that contain petroleum product and any connecting underground pipes.

5~~1~~3. *"Point source"* means any discernable, confined, and discrete conveyance including, but not limited to: any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

5~~2~~4. *"Pollutant"* means dredged spoil, spoil waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil, yard waste, hazardous household wastes, used motor oil, anti-freeze, litter, and industrial, municipal, and agricultural waste discharged into water and/or any substance, debris, matter that may be carried downstream by storm water runoff, and/or any substance or matter that may be dissolved in storm water runoff.

5~~3~~5. *"Pollution"* means the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

5~~4~~6. *"Qualified personnel"* means persons who possess the required certification, license, or appropriate competence, skills, and ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity.

5~~5~~7. *"Redevelopment"* or *"redevelopment site"* means a change to previously existing improved property, including but not limited to the demolition or building structures, filling, grading, paving, or excavating.

5~~6~~8. *"Release"* means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the municipal separate storm sewer system (MS4) or the waters of the United States.

5~~7~~9. *"Reportable quantity (RQ)"* means, for any hazardous substance, the quantity established and listed in Table 302.4 of 40 CFR Part 302; for any extremely hazardous substance, the quantity established in 40 CFR Part 355.

~~58~~60.*"Rubbish"* means nonputrescible solid waste, excluding ashes, that consist of: (a) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and (b) noncombustible waste materials, including grass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (one thousand six hundred to one thousand eight hundred degrees Fahrenheit).

~~59~~61.*"Sanitary sewer"* means the system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the city sewage treatment plant (and to which storm water, surface water, and groundwater are not intentionally admitted).

6~~0~~2. *"Septic tank waste"* means any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

6~~1~~3. *"Service station"* means any retail establishment engaged in the business of selling fuel for motor vehicles that is dispensed from pumps.

6~~2~~4. *"Sewage"* means the domestic sewage mid and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.

6~~3~~5. *"Site"* means the land or water area where development or redevelopment is physically located or being conducted, including lands adjacent to the development that is not subject to land disturbing activities but that is used as a staging area or for other uses in connection with the new development or redevelopment.

6~~4~~6. *"Solid waste"* means any garbage, rubbish, refuse, sludge from a waste treatment pla~~i~~nt, water supply treatment plant, or air pollution control facility, and other discarded material including: solid, liquid, semi-solid, or contained gaseous

material resulting from industrial, municipal, commercial, mining, agricultural operations, and community and institutional activities.

6~~5~~7. *"State"* means the state of Kansas.

6~~6~~8. *"Storm water"* means storm water runoff, snow melt runoff, and surface runoff and drainage.

6~~7~~9. *"Storm water discharge associated with industrial activity"* means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is listed as one of the categories of facilities in 40 CFR Section 122.26(b)(14), and which is not excluded from EPA's definition of the same term.

~~68~~70. *"Storm water management facility"* or *"storm water control"* means any structure or installation used to manage storm water quality, flow rate, or volume.

~~69~~71.*"Storm Water Manual"* refers to the latest version, as amended, of the document on file with the Director of Public Works entitled City of Wichita/Sedgwick County Storm Water Manual.

7~~0~~2. *"Storm water pollution prevention plan (SWP3)."* Means a plan required by an NPDES storm water permit and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in storm water discharges associated with construction or other industrial activity.

7~~1~~3. *"Subdivision development"* means and includes activities associated with the platting of any parcel of land into two or more lots and includes all construction taking place thereon.

7~~2~~4. *"Undisturbed property"* means real property which has not been altered from its natural condition so that the entrance of water into the soil mantle is prevented or retarded through changes to the topography or soils.

7~~3~~5. *"Used oil (or used motor oil)"* means any oil that has been refined from crude oil a synthetic oil that, as a result of use, storage, or handling; has become unsuitable for its original purpose because of impurities or the loss of original properties.

7~~4~~6. *"Water of the state (or water)"* means any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that

are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

7~~5~~7. *"Water quality standard"* means the designation of a body or segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the state to be necessary to protect those uses.

7~~6~~8. *"Waters of the United States"* means all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and the flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any water within the federal definition of "waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.

7~~7~~9. *"Watershed"* means the cumulative area that drains to a common point.

~~78~~80.*"Watershed plan"* means an engineering and planning study for the drainage system and/or land areas of a watershed that may include a plan for storm water management in the watershed. Watershed plans can include, but are not limited to, the analysis of flooding problems, water quality problems, potential storm water capital improvements, land use patterns, and regulatory issues for existing and potential future land use conditions and address solutions to these problems.

~~79~~81.*"Wetland"* means any area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

8~~0~~2. *"Yard waste"* means leaves, grass clippings, yard and garden debris, and brush that results from landscaping maintenance and land-clearing operations.

SECTION 2. Section 16.32.094 of the Code of the City of Wichita is amended to read as follows:

Sec. 16.32.094. - Waivers and exemptions from storm water management standards ~~for new developments~~

A. *Exemptions.* Owners of properties where the following activities are undertaken are exempt from the requirements of sections 16.32.091, 16.32.092, 16.32.093 and 16.32.094 of this chapter.

1. Minor land disturbing activities at individual locations, such as gardening, building or grounds maintenance and landscaping, provided that the activity does not result in equal to or greater than one (1) acre of land disturbance;
2. Individual utility service connections, unless such activity is carried-out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot or lots for which a grading permit would otherwise be required by regulation;
3. Installation, maintenance or repair of individual septic tank lines or drainage fields, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot or lots for which a grading permit would otherwise be required by the regulation;
4. Installation of posts or poles;
5. Farming activities;
6. Unplanned emergency work and emergency repairs necessary to protect life or property.

B. *Waivers.* All or some of the storm water management standards required in section 16.32.091 and/or 16.32.092 of this chapter may be waived by the Director under the following circumstances.

1. *Existing Downstream Facilities.* A waiver may be provided for one or more storm water management standards if the waived standard(s) are met by discharging the storm water runoff to an existing storm water management facility, whether public or private, that is:

   ~~i~~a. provided in accordance with an existing watershed plan that is approved by the city; and,

   ~~ii~~b. already in existence, or will be in existence at the time of construction of the new development or redevelopment; and,

   ~~iii~~c. designed, constructed and maintained to provide a level of storm water control that is equal or greater than that which would be afforded by on-site storm water management facilities.

   ~~iv~~d. If a waiver is provided for this reason, the owner of the new development or redevelopment will be required to pay a fee in-lieu-of water quality control, downstream channel stabilization and peak discharge control, in an amount to be determined by the city in accordance with an adopted in-lieu-of fee schedule as adopted by the City Council of the City of Wichita per the watershed plan which covers the new development or redevelopment.

2. *Adverse Impact.* A waiver may be provided if engineering studies determine that installing a storm water management facility in order to meet the storm water management standard being considered for waiver will cause adverse impact to water quality, or cause increased channel erosion, or downstream flooding.

3. *Technical Criterion.* A waiver may be provided if the technical criterion required to waive the storm water management standard, as presented in the Storm Water Manual, is met. In

any case, a waiver is subject to satisfaction of the following requirements, which shall be shown in drainage plans submitted for the new development or redevelopment:

~~i~~a. the waiver applicant shall provide an engineering study, as defined in 16.32.094.C that proves the adequacy of downstream or shared off-site storm water management facilities to offer equivalent or greater protection than the standard(s) for which a waiver is requested; and,

~~ii~~b. the waiver applicant obtains any necessary CLOMR prior to construction, and a LOMR upon completion of construction; and,

~~iii~~c. the waiver applicant obtains all State and Federal permits that may be applicable to the site.

4. *Offsite BMP program participation.* A waiver of the requirements of section 16.32.091 will be provided for all areas of new development, redevelopment or existing developed property: a) that are registered as participating in the City of Wichita offsite BMP program to offset water quality impacts from the development or redevelopment; and b) for which offsite BMP program fees have been paid when due.

Owner(s) of new development, redevelopment or existing developed property that wish to register all, or portions, of their property for participation in the offsite BMP program shall indicate this intent in the drainage plan as indicated in the Storm Water Manual. Approval of the plan by the Director shall serve as the registration of the property, or portions thereof, in the offsite BMP program.

In the event that an owner chooses to terminate the registration for a property, or if BMP program fees for a registered property become more than six months delinquent, and are not paid by the owner within thirty (30) days following notice by the City, the waiver provided by this subsection shall lapse, and the City may require the owner to construct and maintain the on-site BMPs that would have been required to comply with Section 16.32.091 of this Chapter had a waiver never been effective.

C. *Engineering study required.* In the event that a waiver from storm water management control requirements is requested, the adequacy of downstream or shared off-site storm water management facilities to control storm water runoff shall be determined, reviewed and approved by an engineering study that is performed in accordance with the calculation methods presented in the Storm Water Manual. The engineering studies shall be performed at the expense of the owner(s) of the proposed new development or redevelopment, unless a study has already been or is being performed by the city as part of a watershed plan or other land use plan.

SECTION 3. The previous versions of Sections 16.32.010 and 16.32.094, as they hitherto existed, are hereby repealed.

SECTION 4. New Section 16.32.098 is hereby enacted, to read as follows:

Sec. 16.32.098. – Provisions for the offsite BMP program.

Owner(s) of properties registered in the City of Wichita offsite BMP program are subject to the following requirements.

A. *Offsite BMP program fee established.* Subject to the provisions of this chapter, there is imposed on each and every property, or portion of property registered in the City of Wichita offsite BMP program, an offsite BMP program fee. The fee shall be assessed at a yearly rate of $19 per acre on the permitted area of the registered property. The fee shall remain in effect for the property as long as the property remains registered in the City of Wichita offsite BMP program.

B. *Fee collection.* The offsite BMP program fee shall be billed and collected concurrently with the sewer utility bill, as part of a consolidated statement for utility customers which shall be paid by a single payment. In the event that a partial payment is received, the payment shall be applied to the water and sewer portion of the account first, then to the drainage fee portion of the account and then to the offsite BMP program fee portion of the account. Unless otherwise provided for herein, all bills for the offsite BMP program fee shall become due and payable in accordance with sections of the code of the city and with rules and regulations that pertain to the Wichita water and sewer utility that relates to the collection of utility charges. The offsite BMP program fees for any given property shall initially be the responsibility of the person who is paying for water and/or sewer service for the property (the "customer"). If the property is not using water and/or sewer services, then the offsite BMP program fees shall be the responsibility of the person in possession of the property, unless other arrangements are made. If no person is in possession of the property, then the offsite BMP program fees shall be the responsibility of the property owner. In all cases, the property owner shall be ultimately responsible for the offsite BMP program fees not paid by the customer or occupant.

C. *Penalties for late payment or non-payment.* Offsite BMP program fees shall be subject to a penalty for late payment which is the same as that imposed for late payment of water and sewer utility charges. In addition to any other remedies or penalties provided by this chapter or any other ordinance of the city, failure of any of the person(s) designated in subsection B above to pay such charges promptly when due shall subject such person(s) to discontinuance of water services and the city manager of the city, or the city manager's designee, is empowered and directed to enforce this provision as to any and all delinquent users in accordance with provision set forth in Chapter 17.12. Users shall be entitled to notice and shall have the right to a hearing in accordance with Chapter 17.12 before such users' water service is discontinued for failure to pay drainage fees.

Offsite BMP program fees authorized to be charged in this chapter when delinquent may be certified by the clerk of the city to the county clerk of Sedgwick County to be placed on the tax roll for collection, subject to the same penalties and to be collected in like manner as other taxes, and such charges shall, thereafter, constitute a lien upon the real estate served by the stormwater utility and against which such charges were made, regardless of whether the offsite BMP program fees were incurred when a property owner was in possession of the property or a non-owner was in possession of the property. Further, in the event that BMP program fees remain unpaid for the period referenced in Section 16.32.094(B)(4), the City may require the property owner to construct and maintain on-site BMPs as therein provided.

SECTION 5. Pursuant to K.S.A. 12-137, this ordinance shall be published once each week for two consecutive weeks in the official City newspaper, and shall become effective sixty (60) days after its final publication; provided, however, that if within sixty (60) days of its final publication a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular city election shall be filed with the county election officer, demanding that such ordinance be submitted to a vote of the electors, it shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

ADOPTED at Wichita, Kansas, this 21st day of June, 2016, with not less than 2/3 of the members elect of the Governing Body voting in favor.

_____
Jeff Longwell, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Jennifer Magaña, City Attorney and
Director of Law

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 16.32.010 AND 16.32.094 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO STORMWATER POLLUTION PREVENTION, REPEALING THE ORIGINALS OF SAID SECTIONS, AND ENACTING NEW SECTION 16.32.098.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 16.32.010 of the Code of the City of Wichita is amended to read as follows:

Sec. 16.32.010. - General provisions.

A. *Purposes.* The purpose and objective of this chapter are as follows:

1. To maintain and improve the quality of surface water and groundwater within the city;

2. To attenuate the discharge of contaminated storm water runoff from industrial, commercial, residential, and construction sites into the municipal separate storm sewer system (MS4) and natural waters within the city;

3. To promote public awareness of the hazards involved in the improper discharge of hazardous substances, petroleum products, household hazardous waste, industrial waste, sediment from construction sites, pesticides, herbicides, fertilizers, and other contaminants into the storm sewers of the city;

4. To encourage recycling of used motor oil and safe disposal of other hazardous consumer products;

5. To facilitate compliance with state and federal standards and permits by owners of industrial and construction sites within the city;

6. To enable the city to comply with all federal and state laws and regulations applicable to its NPDES permit for storm water discharges;

7. To regulate the management of storm water for purposes of public safety, welfare and quality of life;

8. To manage and maintain local floodplains; and,

9. To facilitate compliance with city standards and permits by owners of developed, redeveloped and undeveloped properties within the city.

B. *Administration.* Except as otherwise provided herein, the director, or his appointed representative, shall administer, implement, and enforce the provisions of this chapter.

C. *Authority.* The Director may develop additional policies, criteria, specifications and standards in a Storm Water Manual and/or in other policy, master plans, watershed plans or guidance documents as necessary to effectively implement the requirements of this chapter. The policies, criteria and requirements of the Storm Water Manual and/or other policy, plans or guidance documents may be implemented and amended by the Director, are referenced in this chapter when required, and shall be enforceable, consistent with the provisions contained in this chapter. A public meeting shall be held bi-annually to allow public comment on this chapter and the Storm Water Manual.

In the event that a violation of any provision of this chapter has occurred, or that work does not have a required plan or permit, or that work does not comply with an approved plan or permit, the city may issue a Notice of Violation to the permittee, plan holder or property owner and/or any other person or entity having responsibility for the property or properties where the violation occurred under the provisions of subsection .100 B. of this chapter.

In the spirit of the purposes defined above for this chapter and in the administration of these requirements, the Director may consider the cost-effectiveness of storm water management controls provided that such controls meet the water quality, channel erosion protection and flood protection requirements of this chapter or are waived or exempted in accordance with the criteria defined in this chapter.

D *Regulatory or legal conflicts.* This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions, or existing ordinances and regulations, except as specifically noted in this chapter. However, where the provisions of this ordinance and another regulation conflict or overlap, that provision which is more restrictive or imposes higher standards or requirements shall prevail.

E. *Abbreviations.* The following abbreviations when used in this chapter shall have the designated meanings:

BMP	Best Management Practices
CFR	Code of Federal Regulations
CLOMR	Conditional Letter of Map Revision
EPA	U.S. Environmental Protection Agency
FEMA	Federal Emergency Management Agency

HHW	Hazardous Household Waste
KAR	Kansas Administrative Regulations
KSA	Kansas Statutes Annotated
LOMR	Letter of Map Revision
mg/l	Milligrams per liter
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
OCI	Office of Central Inspection
PST	Petroleum Storage Tank
SWP3	Storm Water Pollution Prevention Plan
TMDL	Total Maximum Daily Load
USC	United States Code

F. *Definitions.* Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

1. *"As-built plan"* means a drawing showing the actual state of permanent storm water facilities as installed.

2. *"Best management practices (BMP)"* means schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States or the city's MS4 and includes both temporary measures used during construction and permanent measures that are constructed in accordance with the provisions of this ordinance. Best management practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage areas. The BMPs required in this chapter will be sufficient to prevent or reduce the likelihood of pollutants entering storm sewers, ditches, or ponds.

3. *"City"* means the City of Wichita.

4. *"Commencement of construction"* means the disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

5. *"Commercial"* means pertaining to any business, trade, industry or other activity engaged in for profit.

6. *"Construction general permit"* refers to the Kansas General Permit for Storm water Discharges from Construction Sites.

7. "*Contractor*" means any person or firm performing construction work at a construction site, including any general contractor and subcontractors. Also includes, but is not limited to, earthwork, paving, building, plumbing, mechanical, electrical, landscaping contractors, and material suppliers delivering materials to the site.

8. *"Development"* or *"new development"* means undisturbed property where improvements are planned or intended that will result in land disturbance activities or impervious areas either during or after construction.

9. *"Director"* means the person appointed to the position of Public Works and Utilities Director by the City Manager of the City, or his/her duly authorized representative. Authorized representatives can include, but are not limited to, the City Engineer, the Storm Water Engineer, and others, as so authorized.

10. *"Discharge"* means any addition or introduction of any pollutant, storm water, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.

11. *"Discharger"* means any person who causes, allows, permits, or is otherwise responsible for a discharge, including without limitation any owner of a construction site or industrial facility.

12. *"Domestic sewage"* means human excrement, gray water (From home clothes washing, bathing, showers, dishwashing, and food preparation), other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveyances of dwellings (including apartment houses and hotels), office buildings, factories, and institutions, that is free from industrial waste.

13. *"Drainage plan"* refers to the detailed water quantity and quality calculations and plan that are required for final plat approval or for issuance of a building permit.

14. *"Earthwork"* means the disturbance of soils on a site associated with clearing, grading, or excavation activities.

15. *"Environmental Protection Agency (EPA)"* means the United States Environmental Protection Agency, the regional office thereof, any federal department, agency or commission that may succeed to the authority of the EPA, and any duly authorized official of EPA or such successor agency.

16. *"Extremely hazardous substance"* means any substance listed in the appendices to 40 CFR Part 355, Emergency Planning and Notification.

17. *"Facility"* means any building, structure, installation, process, or activity from which there is or may be discharge of a pollutant.

18. *"Fertilizer"* means a substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

19. *"Final stabilization"* means the status when all soil disturbing activities at a site have been completed. This would establish a uniform perennial vegetative cover with a density of seventy percent coverage for unpaved areas and those not covered by permanent structures or equivalent permanent stabilization measures (by employing riprap, gabions, or geotextiles).

20. *"Fire protection water"* means any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.

21. *"Garbage"* means putrescible animal and vegetable waste materials from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

22. *"Harmful quantity"* means the amount of any substance that will cause a violation of a State Water Quality Standard or any adverse impact to the city's drainage system.

23. *"Hazardous household waste (HHW)"* means any material generated in a household (including single and multiple residences) by a consumer which, except for the exclusion provided in 40 CFR Section 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

24. *"Hazardous substance"* means any substance listed in Table 302.4 of 40 CFR Part 302.

25. *"Hazardous waste"* means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

26. *"Hazardous waste treatment, disposal, and recovery facility"* means all contiguous land, and structures, other appurtenances and improvements on the land used for the treatment, disposal, or recovery of hazardous waste.

27. *"Impervious area"* or *"impervious cover"* means the number of square feet of hard surface areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions as undisturbed property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as undisturbed property, including, but not limited

to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and compacted dirt or graveled areas.

28. *"Individual building sites"* means and includes sites of building construction or earthwork activities that are not a part of a new subdivision development and any individual lot within a newly developing subdivision.

29. *"Industrial general permit."* See "Kansas General Permit for Storm water Discharges Associated with Industrial Activity."

30. *"Industrial waste"* means any waterborne liquid or solid substance that results from any process of industry, manufacturing, mining, production, trade or business.

31. *"Industry"* means and includes: (a) municipal landfills; (b) hazardous waste treatment, disposal, and recovery facilities; (c) industrial facilities that are subject to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) 42, U.S.C. Section 11023; industrial facilities required to obtain NPDES storm water discharge permits due to their Standard Industrial Classification or narrative description; and (d) industrial facilities that the director determines are contributing a substantial pollutant loading to the MS4, which are sources of storm water discharges associated with industrial activity.

32. *"Kansas General Permit for Storm Water Discharges Associated with Industrial Activity (or industrial general permit)"* means the industrial general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.

33. *"Kansas General Permit for Storm Water Discharges from Construction Sites (or construction general permit)"* means the construction general permit issued by KDHE and any subsequent modifications on amendments thereto, including group permits.

34. *"Land disturbance"* means the disturbance of soils on a site associated with clearing, grading, excavation, new development or redevelopment activities.

35. *"Landfill"* means an area of land or an excavation in which municipal solid waste is placed for permanent disposal, and which is not a land treatment facility, a surface impoundment, or an injection well.

36. *"Municipal separate storm sewer system (MS4)"* means the system of conveyances, (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the city and designed or used for collecting or conveying storm water, and which is not used for collecting or conveying sewage.

37. *"Municipal solid waste"* means solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, and includes garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial waste.

38. *"NPDES permit"* means for the purpose of this chapter, this is a permit issued by EPA or the state of Kansas that authorizes the discharge of storm water pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis

39. *"Nonpoint source"* means the source of any discharge of a pollutant that is not a point source.

40. *"Notice of intent (NOI)"* means the notice of intent that is required by either the industrial general permit or the construction general permit.

41. *"Notice of termination (NOT)"* means the notice of termination that is required by either the industrial general permit or the construction general permit.

42. *"Notice of violation"* means a written notice provided to the owner or contractor detailing any violations of this chapter and any clean-up action expected of the violators.

43. *"OCI"* means office of central inspection and includes its superintendent and his or her authorized representatives.

44. *"Offsite BMP program"* is a voluntary storm water quality compliance program offered to existing property, new development and redevelopment that requires payment to the city of a monthly service fee instead of implementation of the on-site BMPs that would otherwise be required to be constructed and maintained to comply with Section 16.32.091 of this Chapter.

45. *"Offsite BMP program fee"* means a fee of $19 per year for each permitted acre of property registered in the offsite BMP program, as authorized by this Chapter pursuant to Charter Ordinance 147 and K.S.A. 12-137, which fee has been established to pay or reimburse capital expenditures, maintenance costs, program administrative costs, discount rate and design life costs associated with the offsite BMP program.

46. *"Oil"* means any kind of oil in any form, including, but not limited to: petroleum, fuel oil, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste.

47. *"Outfall"* or *"storm water outfall"* means the terminus of the storm water system for a development or redevelopment where the storm water runoff is released into

a larger public or private storm water management system, or into a stream, waters of the United States or other water body.

48. *"Owner"* means the person who owns a facility, part of a facility, or land.

49. *"Person"* means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, government entity, or any other legal entity; or their legal representatives, agents, or assigns, including all federal, state, and local government entities.

50. *"Pesticide"* means a substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest, or substances intended for use as a plant regulator, defoliant, or desiccant.

51. *"Petroleum product"* means a petroleum product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel for the propulsion of a motor vehicle, or aircraft, including motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

52. *"Petroleum storage tank (PST)"* means any one or combination of aboveground or underground storage tanks that contain petroleum product and any connecting underground pipes.

53. *"Point source"* means any discernable, confined, and discrete conveyance including, but not limited to: any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

54. *"Pollutant"* means dredged spoil, spoil waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil, yard waste, hazardous household wastes, used motor oil, anti-freeze, litter, and industrial, municipal, and agricultural waste discharged into water and/or any substance, debris, matter that may be carried downstream by storm water runoff, and/or any substance or matter that may be dissolved in storm water runoff.

55. *"Pollution"* means the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

56. *"Qualified personnel"* means persons who possess the required certification, license, or appropriate competence, skills, and ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity.

57. *"Redevelopment"* or *"redevelopment site"* means a change to previously existing improved property, including but not limited to the demolition or building structures, filling, grading, paving, or excavating.

58. *"Release"* means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the municipal separate storm sewer system (MS4) or the waters of the United States.

59. *"Reportable quantity (RQ)"* means, for any hazardous substance, the quantity established and listed in Table 302.4 of 40 CFR Part 302; for any extremely hazardous substance, the quantity established in 40 CFR Part 355.

60. *"Rubbish"* means nonputrescible solid waste, excluding ashes, that consist of: (a) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and (b) noncombustible waste materials, including grass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (one thousand six hundred to one thousand eight hundred degrees Fahrenheit).

61. *"Sanitary sewer"* means the system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the city sewage treatment plant (and to which storm water, surface water, and groundwater are not intentionally admitted).

62. *"Septic tank waste"* means any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

63. *"Service station"* means any retail establishment engaged in the business of selling fuel for motor vehicles that is dispensed from pumps.

64. *"Sewage"* means the domestic sewage mid and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.

65. *"Site"* means the land or water area where development or redevelopment is physically located or being conducted, including lands adjacent to the development

that is not subject to land disturbing activities but that is used as a staging area or for other uses in connection with the new development or redevelopment.

66. *"Solid waste"* means any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material including: solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, agricultural operations, and community and institutional activities.

67. *"State"* means the state of Kansas.

68. *"Storm water"* means storm water runoff, snow melt runoff, and surface runoff and drainage.

69. *"Storm water discharge associated with industrial activity"* means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is listed as one of the categories of facilities in 40 CFR Section 122.26(b)(14), and which is not excluded from EPA's definition of the same term.

70. *"Storm water management facility"* or *"storm water control"* means any structure or installation used to manage storm water quality, flow rate, or volume.

71. *"Storm Water Manual"* refers to the latest version, as amended, of the document on file with the Director of Public Works entitled City of Wichita/Sedgwick County Storm Water Manual.

72. *"Storm water pollution prevention plan (SWP3)."* Means a plan required by an NPDES storm water permit and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in storm water discharges associated with construction or other industrial activity.

73. *"Subdivision development"* means and includes activities associated with the platting of any parcel of land into two or more lots and includes all construction taking place thereon.

74. *"Undisturbed property"* means real property which has not been altered from its natural condition so that the entrance of water into the soil mantle is prevented or retarded through changes to the topography or soils.

75. *"Used oil (or used motor oil)"* means any oil that has been refined from crude oil a synthetic oil that, as a result of use, storage, or handling; has become unsuitable for its original purpose because of impurities or the loss of original properties.

76. *"Water of the state (or water)"* means any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

77. *"Water quality standard"* means the designation of a body or segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the state to be necessary to protect those uses.

78. *"Waters of the United States"* means all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and the flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any water within the federal definition of "waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.

79. *"Watershed"* means the cumulative area that drains to a common point.

80. *"Watershed plan"* means an engineering and planning study for the drainage system and/or land areas of a watershed that may include a plan for storm water management in the watershed. Watershed plans can include, but are not limited to, the analysis of flooding problems, water quality problems, potential storm water capital improvements, land use patterns, and regulatory issues for existing and potential future land use conditions and address solutions to these problems.

81. *"Wetland"* means any area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

82. *"Yard waste"* means leaves, grass clippings, yard and garden debris, and brush that results from landscaping maintenance and land-clearing operations.

SECTION 2. Section 16.32.094 of the Code of the City of Wichita is amended to read as follows:

Sec. 16.32.094. - Waivers and exemptions from storm water management standards

A. *Exemptions.* Owners of properties where the following activities are undertaken are exempt from the requirements of sections 16.32.091, 16.32.092, 16.32.093 and 16.32.094 of this chapter.

1. Minor land disturbing activities at individual locations, such as gardening, building or grounds maintenance and landscaping, provided that the activity does not result in equal to or greater than one (1) acre of land disturbance;

2. Individual utility service connections, unless such activity is carried-out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot or lots for which a grading permit would otherwise be required by regulation;

3. Installation, maintenance or repair of individual septic tank lines or drainage fields, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot or lots for which a grading permit would otherwise be required by the regulation;

4. Installation of posts or poles;

5. Farming activities;

6. Unplanned emergency work and emergency repairs necessary to protect life or property.

B. *Waivers.* All or some of the storm water management standards required in section 16.32.091 and/or 16.32.092 of this chapter may be waived by the Director under the following circumstances.

1. *Existing Downstream Facilities.* A waiver may be provided for one or more storm water management standards if the waived standard(s) are met by discharging the storm water runoff to an existing storm water management facility, whether public or private, that is:

   a. provided in accordance with an existing watershed plan that is approved by the city; and,

   b. already in existence, or will be in existence at the time of construction of the new development or redevelopment; and,

   c. designed, constructed and maintained to provide a level of storm water control that is equal or greater than that which would be afforded by on-site storm water management facilities.

   d. If a waiver is provided for this reason, the owner of the new development or redevelopment will be required to pay a fee in-lieu-of water quality control, downstream channel stabilization and peak discharge control, in an amount to be determined by the city in accordance with an adopted in-lieu-of fee schedule as adopted by the City Council of the City of Wichita per the watershed plan which covers the new development or redevelopment.

2. *Adverse Impact.* A waiver may be provided if engineering studies determine that installing a storm water management facility in order to meet the storm water management standard

being considered for waiver will cause adverse impact to water quality, or cause increased channel erosion, or downstream flooding.

3. *Technical Criterion.* A waiver may be provided if the technical criterion required to waive the storm water management standard, as presented in the Storm Water Manual, is met. In any case, a waiver is subject to satisfaction of the following requirements, which shall be shown in drainage plans submitted for the new development or redevelopment:

a. the waiver applicant shall provide an engineering study, as defined in 16.32.094.C that proves the adequacy of downstream or shared off-site storm water management facilities to offer equivalent or greater protection than the standard(s) for which a waiver is requested; and,

b. the waiver applicant obtains any necessary CLOMR prior to construction, and a LOMR upon completion of construction; and,

c. the waiver applicant obtains all State and Federal permits that may be applicable to the site.

4. *Offsite BMP program participation.* A waiver of the requirements of section 16.32.091 will be provided for all areas of new development, redevelopment or existing developed property: a) that are registered as participating in the City of Wichita offsite BMP program to offset water quality impacts from the development or redevelopment; and b) for which offsite BMP program fees have been paid when due.

Owner(s) of new development, redevelopment or existing developed property that wish to register all, or portions, of their property for participation in the offsite BMP program shall indicate this intent in the drainage plan as indicated in the Storm Water Manual. Approval of the plan by the Director shall serve as the registration of the property, or portions thereof, in the offsite BMP program.

In the event that an owner chooses to terminate the registration for a property, or if BMP program fees for a registered property become more than six months delinquent, and are not paid by the owner within thirty (30) days following notice by the City, the waiver provided by this subsection shall lapse, and the City may require the owner to construct and maintain the on-site BMPs that would have been required to comply with Section 16.32.091 of this Chapter had a waiver never been effective.

C. *Engineering study required.* In the event that a waiver from storm water management control requirements is requested, the adequacy of downstream or shared off-site storm water management facilities to control storm water runoff shall be determined, reviewed and approved by an engineering study that is performed in accordance with the calculation methods presented in the Storm Water Manual. The engineering studies shall be performed at the expense of the owner(s) of the proposed new development or redevelopment, unless a study has already been or is being performed by the city as part of a watershed plan or other land use plan.

SECTION 3. The previous versions of Sections 16.32.010 and 16.32.094, as they hitherto existed, are hereby repealed.

SECTION 4. New Section 16.32.098 is hereby enacted, to read as follows:

Sec. 16.32.098. – Provisions for the offsite BMP program.

Owner(s) of properties registered in the City of Wichita offsite BMP program are subject to the following requirements.

A. *Offsite BMP program fee established.* Subject to the provisions of this chapter, there is imposed on each and every property, or portion of property registered in the City of Wichita offsite BMP program, an offsite BMP program fee. The fee shall be assessed at a yearly rate of $19 per acre on the permitted area of the registered property. The fee shall remain in effect for the property as long as the property remains registered in the City of Wichita offsite BMP program.

B. *Fee collection.* The offsite BMP program fee shall be billed and collected concurrently with the sewer utility bill, as part of a consolidated statement for utility customers which shall be paid by a single payment. In the event that a partial payment is received, the payment shall be applied to the water and sewer portion of the account first, then to the drainage fee portion of the account and then to the offsite BMP program fee portion of the account. Unless otherwise provided for herein, all bills for the offsite BMP program fee shall become due and payable in accordance with sections of the code of the city and with rules and regulations that pertain to the Wichita water and sewer utility that relates to the collection of utility charges. The offsite BMP program fees for any given property shall initially be the responsibility of the person who is paying for water and/or sewer service for the property (the "customer"). If the property is not using water and/or sewer services, then the offsite BMP program fees shall be the responsibility of the person in possession of the property, unless other arrangements are made. If no person is in possession of the property, then the offsite BMP program fees shall be the responsibility of the property owner. In all cases, the property owner shall be ultimately responsible for the offsite BMP program fees not paid by the customer or occupant.

C. *Penalties for late payment or non-payment.* Offsite BMP program fees shall be subject to a penalty for late payment which is the same as that imposed for late payment of water and sewer utility charges. In addition to any other remedies or penalties provided by this chapter or any other ordinance of the city, failure of any of the person(s) designated in subsection B above to pay such charges promptly when due shall subject such person(s) to discontinuance of water services and the city manager of the city, or the city manager's designee, is empowered and directed to enforce this provision as to any and all delinquent users in accordance with provision set forth in Chapter 17.12. Users shall be entitled to notice and shall have the right to a hearing in accordance with Chapter 17.12 before such users' water service is discontinued for failure to pay drainage fees.

Offsite BMP program fees authorized to be charged in this chapter when delinquent may be certified by the clerk of the city to the county clerk of Sedgwick County to be placed on the tax roll for collection, subject to the same penalties and to be collected in like manner as other taxes, and such charges shall, thereafter, constitute a lien upon the real estate served by the stormwater utility and against which such charges were made, regardless of whether the

offsite BMP program fees were incurred when a property owner was in possession of the property or a non-owner was in possession of the property. Further, in the event that BMP program fees remain unpaid for the period referenced in Section 16.32.094(B)(4), the City may require the property owner to construct and maintain on-site BMPs as therein provided.

SECTION 5. Pursuant to K.S.A. 12-137, this ordinance shall be published once each week for two consecutive weeks in the official City newspaper, and shall become effective sixty (60) days after its final publication; provided, however, that if within sixty (60) days of its final publication a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular city election shall be filed with the county election officer, demanding that such ordinance be submitted to a vote of the electors, it shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

ADOPTED at Wichita, Kansas, this 21st day of June, 2016, with not less than 2/3 of the members elect of the Governing Body voting in favor.

_____
Jeff Longwell, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

Brian K. McFord
for Jennifer Magaña, City Attorney and
Director of Law

Stormwater

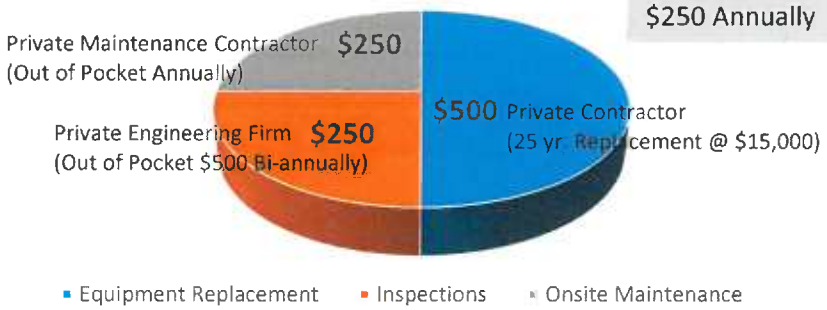
Onsite vs Offsite Water Quality BMP

Current: Onsite Water Quality BMP Requirements

Upfront Cost $15,000

Annual Cost $1,000

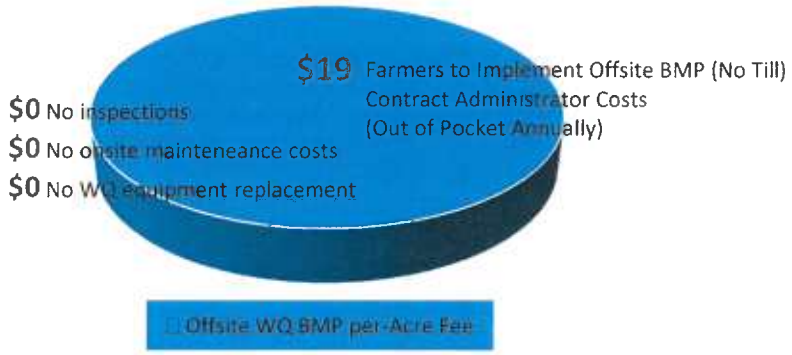
Out of Pocket
$500 Biannually
$250 Annually



- The City does not perform any labor on BMPs.
- All expenses are paid by development to private entities under the existing onsite program.

Option: Voluntary Offsite Water Quality BMPs

Annual Cost $19



- The City of Wichita does not capture any of the fees to cover City costs.
- The City does not perform any labor on BMPs.
- Revenue collected from the annual per-acre fee is **passed through** to farmers; and,
- Administration of the program is **outsourced** to a program administrator.

CURRENT

- All costs under the existing program are the responsibility of development and are paid to private contractors and engineers to design, install, inspect, maintain and replace hydrodynamic separators.
- Out of pocket expenses include onsite maintenance performed by private contractors, and bi-annual inspections performed by private, licensed engineers.
- Long term costs include replacement of the Water Quality BMP (hydrodynamic separator).

OPTION

- All costs under the optional program remain the responsibility of development but are **significantly reduced.**
- The annual $19 per-acre fee would be assessed by the City.
- The City of Wichita **passes through** 100% of the funds collected from the fee.
- A contract administrator would work with farmers to convert conventionally-tilled acreage to no-till farming. The contract administrator would contract with farmers to convert fields and report outcomes to ensure compliance with state and federal requirements.
- The annual fee would ensure the water quality BMP is maintained in perpetuity in order to provide the same ongoing benefit as a BMP under the current, onsite program.

Agenda Item No. IV-7

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council Members

SUBJECT: An Ordinance Amendment pertaining to exemption of public property from the prohibition against alcohol consumption – all City-owned parking lots bounded by East First Street North, North Washington Avenue, East Douglas Avenue and North Mosley Street (District VI)

INITIATED BY: Division of Arts and Cultural Services

AGENDA: New Business

Recommendation: Declare an emergency and adopt the ordinance on first reading.

Background: Kansas statutes and the Code of the City of Wichita prohibit the consumption of alcohol on public property. However, K.S.A. 41-719 provides that any city may exempt from this prohibition by ordinance any specified property, the title of which is vested in the city. Almost all of the parking lots in the area bounded by East First Street North, North Washington Avenue, East Douglas Avenue and North Mosley Street are owned by the City of Wichita. An establishment located in this area has applied for a community event permit and has asked permission to extend its premises into a portion of the parking area. Since alcoholic liquor will be consumed at the proposed event, an ordinance amendment is necessary to exempt this property from the prohibition against such alcohol consumption.

Analysis: Section 4.04.045 of the City Code lists public property that is exempt from the prohibition against consumption of alcohol thereon. The proposed ordinance amendment adds all city-owned parking lots in an area bounded by East First Street North, North Washington Avenue, East Douglas Avenue and North Mosely Street to this list and would allow consumption of alcoholic liquor thereon. The amendment further provides that the proposed exemption allowing alcohol consumption is valid only during times that a community event permit has been approved by the City Council or when the written consent of the City Manager has been obtained for gatherings that do not fall under the definition of a community event. These limitations will prevent the open public consumption of alcohol upon this property that is not connected to an approved event.

Financial Considerations: There are no financial considerations.

Legal Considerations: The ordinance amendment has been prepared and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council declare an emergency and adopt the ordinance on first reading.

Attachment: Declaration of Emergency and Ordinance

DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA FOR THE DECLARATION BY THE GOVERNING BODY OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION AND PASSAGE ON THE DATE OF ITS INTRODUCTION OF AN ORDINANCE BELOW DESIGNATED.

TO THE MEMBERS OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

I, Jeff Longwell, Mayor of the City of Wichita, Kansas, hereby request that the Governing Body declare that a public emergency exists requiring the final adoption and passage on the day of its introduction, to-wit, of an ordinance entitled:

AN ORDINANCE AMENDING SECTION 4.04.045 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PUBLIC PROPERTY WHICH IS EXEMPT FROM THE PROHIBITON AGAINST CONSUMPTION OF LIQUOR THEREON, PURSUANT TO K.S.A. 41-719, AND REPEALING THE ORIGINAL OF SAID SECTION.

The general nature of such public emergency is that an event is pending which will involve the use of a parking lot located on the southwest corner of First Street North and North Washington, which is public property and subject to the prohibition against the consumption of alcohol thereon. Pursuant to state law, an ordinance amendment must be adopted to exempt the property from this prohibition. It is, therefore, expedient at this time that the Governing Body find and declare that a public emergency exists by reason of the foregoing, and that the above-entitled ordinance be finally adopted on the day of its introduction.

Executed at Wichita, Kansas, this 14th day of June, 2016.

_____

Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña, City Attorney and
Director of Law

First Published in the Wichita Eagle June 17, 2016

CLEAN ORDINANCE NO. 50-267

06/08/16

AN ORDINANCE AMENDING SECTION 4.04.045 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO EXEMPTION OF CERTAIN PUBLIC PROPERTY WITHIN THE CITY FROM THE PROHIBITION AGAINST CONSUMPTION OF ALCOHOLIC LIQUOR THEREON BY VIRTUE OF THE AUTHORITY CONTAINED IN K.S.A. 41-719, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 4.04.045 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Exemptions**.

(a) The city, by virtue of the authority contained in K.S.A. 41-719 and amendments thereto, exempts the following properties from any prohibition against consumption of alcoholic liquor on public property contained in K.S.A. 41-719 and amendments thereto, and in Section~~s~~ 4.04.040 of this Code: CityArts, the education building of the Wichita Area Treatment Education and Remediation (WATER) Center, Sports Hall of Fame, Lionel Alford Regional Library, Wichita-Sedgwick County Historical Museum, Century II, the Wichita Dwight D. Eisenhower National Airport, Colonel James Jabara Airport, Cowtown, the Wichita Art Museum, Mid-America All-Indian Center, Lawrence-Dumont Stadium, the Central Branch Wichita Public Library, the Kansas Aviation Museum (Historic Wichita Municipal Airport), Botanica -- the Wichita Gardens, the Hyatt Regency Wichita Hotel and Conference Center, Exploration

Place, the Ice Sports Center of Wichita, the Wichita Boathouse, and the La Familia Senior Community Center, Inc. located at 841 W. 21st St. North.

(b) The city, by virtue of the authority contained in K.S.A. 41-719 and amendments thereto, exempts the following properties from any prohibition against consumption of alcoholic liquor on public property contained in K.S.A. 41-719 and amendments thereto, and in Section~~s~~ 4.04.060 of this Code: the Old Town Farm and Art Market, Nomar International Market, the Old Town Cinema Plaza, A. Price Woodard Park, Naftzger Park, Finlay Ross Park, Heritage Square Park, the vacant property located at 642 N. Seneca as described in a lease approved by the Wichita City Council on June 19, 2007 between the City of Wichita and the Kansas African American Museum, Inc., any open public property, that is owned by the City of Wichita and is located within the area bounded on the north by the south curb line of Douglas Avenue from the west curb line of Washington Avenue to the east bank of the Arkansas River, thence south to a line designated by the north edge of the Kellogg Flyover, thence east to the west curb line of Washington Avenue and thence north to the south curb line of Douglas Avenue to the point of origin, the Douglas River Corridor Open Space which shall include the public property along the east bank of the Arkansas River extending north for 510 feet from a line designated by the north edge of the Douglas Avenue Bridge and abutting the Drury Plaza Hotel Broadview property line on the east and encompassing the Douglas River Corridor Gazebo and the paved walkway immediately to the north thereof, and all city-owned parking lots in an area bounded by First Street North, North Washington Avenue, East Douglas Avenue and North Mosely Avenue. Provided, however, unless such property is subject to a lease agreement approved by the Wichita City Council or the

Board of Park Commissioners, the properties referred to in this subsection shall be considered exempted only under the following circumstances:

(1) when either a community event or temporary entertainment district has been approved by the City Council, or

(2) if an activity does not require a community event permit, when the written consent of the City Manager or the Manager's designee has been obtained, or if park property when the written consent of the Director of Park and Recreation or the Director's designee has been obtained, and

(3) when a license for the sale of alcohol has been issued if such license is necessary.

(4) Any property subject to a lease agreement as set forth above shall be considered exempt at any time and the conditions upon which consumption of alcoholic liquor is allowed shall be subject to the control of the applicable lessee."

SECTION 2. The original of Section 4.04.045 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of June, 2016.

_____

Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña, City Attorney and
Director of Law

Wichita, Kansas
June 13, 2016
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Brandon Findley, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting date June 6, 2016, were read and on motion approved.

Bids were opened June 10, 2016, pursuant to advertisements published on:

Stormwater Drain #319 468-84324 (751545) Steeplechase Circle 472-85058 (766360) Krug South Addition.

Conspec Inc. dba Kansas Paving* - $65,616.50 Group 1
$119,963.00 Group 2
$185,579.50 Total Bid

*Award 7-5-2016 subject to City Council approval of new Engineer's Estimate and Budget authorization.

2016 Sanitary Sewer Reconstruction Phase 7 (north of Kellogg, east of West Street) (468-85117/620848/666005) Traffic to be maintained during construction using flagpersons and barricades. (District IV)

Stannard Construction dba WB Carter - $74,518.00

Water Distribution System to serve Blue Lake Addition (south of 31st Street South, west of West Street) (448-89990/735552/470225) Does not affect existing traffic. (District IV)

Wilks Underground Utilities LLC - $36,085.00

Country Acres Phase 1B Neighborhood Water Main Replacement (W-042) Country Acres, Country Acres 2nd, Ascension Lutheran Church, Northwest High School, St. Francis of Assisi Park II, Tyler Acres 1st, Tyler Acres 6th, Meadowview Estates, and Central Heights 2nd Additions (south of 13th Street, west of Ridge Road) (448-90710/635819/753042) Traffic to be maintained during construction using flagpersons and barricades. (District All)

Mies Construction - $1,737,532.00

Water Distribution System (Phase 1) to serve Vassar Addition (south of 63rd Street South, west of Clifton) (448-90705/735547/470220) Does not affect existing traffic. Water Distribution System (Phase 2) to serve Vassar Addition (south of 63rd Street South, west of Clifton) (448-90706/735554/470227) Does not affect existing traffic. Water Distribution System (Phase 3) to serve Vassar Addition (south of 63rd Street South, west of Clifton) (448-90707/735553/470226) Does not affect existing traffic. (District III)

Nowak Construction - $25,916.10 Group 1
$23,500.00 Group 2
$26,095.40 Group 3
$75,511.50 Bid Total

Purchasing Manager recommended that the contracts be awarded outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

HOUSING AND COMMUNITY SERVICES DEPARTMENT: Exterior Paint.

Defer one week

PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: 85,000 GVWR Semi Tractor.

Omaha Truck Center dba Kansas Center Companies - $102,987.00 Base Bid
$98.00 Option 3
<$12,000.00> Option 4 – (Deduct)

PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION: 33,000 GVWR Crew Cab and Chassis.

Rusty Eck Ford Inc. - $120,897.00 Base Bid
$1,574.00 Option 1

PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER PRODUCTION AND PUMPING DIVISION: Flow Pump.

DXP Enterprises Inc.* - $90,346.00
*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER PRODUCTION AND PUMPING DIVISION: High Service Pumps.

Letts-Vankirk and Associates LLC* - $118,336.00
*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

The Purchasing Division recommended that the contracts be deferred/awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be deferred/awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: June 13, 2016

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

May 20, 2016

Stormwater Drain/Paving to serve Krug South Addition – Public Works & Utilities Dept./Engineering Div.

Conspec, Inc. dba Kansas Paving	**Group 1 – Stormwater Drain #319**	**$ 65,616.50**
	Group 2 – Paving Steeplechase Circle	**119,963.00**
	Aggregate Bid Total	**$185,579.50***

***Award 7/5/16 Subject to City Council Approval of New Engineer's Estimate and Budget Authorization**

June 10, 2016

2016 Sanitary Sewer Reconstruction Phase 7 (north of Kellogg, east of West Street) – Public Works & Utilities Department/Engineering Division

Stannard Construction dba W. B. Carter Construction Co., Inc. **$74,518.00**

Water Distribution System to serve Blue Lake Addition – Public Works & Utilities Dept./Engineering Division

Wilks Underground Utilities, LLC **$36,085.00**

Country Acres Phase 1B Neighborhood Water Main Replacement (W-042) (south of 13th Street, west of Ridge Road) – Public Works & Utilities Department/Engineering Division

Mies Construction **$1,737,532.00**

Water Distribution System – Public Works & Utilities Department/Engineering Division

Nowak Construction	**Group 1 – Water Distribution System (Phase 1)**	**$25,916.10**
	Group 2 – Water Distribution System (Phase 2)	**23,500.00**
	Group 3 – Water Distribution System (Phase 3)	**26,095.40**
	Aggregate Bid Total	**$75,511.50**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

June 10, 2016

Exterior Paint – Housing & Community Services Department **(Defer to June 20, 2016)**

85,000 GVWR Semi Tractor – Public Works & Utilities Department/Sewage Treatment Division

Omaha Truck Center dba Kansas Center Companies	**Base Bid**	**$102,987.00**
	Option 3 (Add) (Per Each)	**$98.00**
	Option 4 (Deduct)	**<$12,000.00>**

33,000 GVWR Crew Cab & Chassis with Custom Utility Body – Public Works & Utilities Department/Water Distribution Division

Rusty Eck Ford, Inc.	**Base Bid**	**$120,897.00**
	Option 1 (Add) (Per Each)	**$1,574.00**

Flow Pump – Public Works & Utilities Department/Production & Pumping Division

DXP Enterprises, Inc. Sole Source of Supply, Ordinance No. 35-856, Section 2(b) **$90,346.00**

High Service Pumps – Public Works & Utilities Department/Production & Pumping Division

Letts-Vankirk & Associates, LLC **Sole Source of Supply, Ordinance No. 35-856, Section 2(b)** **$118,336.00**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.

Melinda A Walker

Melinda A. Walker
Purchasing Manager

STORM SEWER/PAVING BID TABULATION SUMMARY

BOARD OF BIDS - May 20, 2016

RQ640599

FB640103		Engineer's Construction Estimate	Conspec Inc. DBA Kansas Paving	APAC Inc. Kansas	Cornejo & Sons LLC
Stormwater Drain #319 468-84324 (751545)	**Group 1**	$72,330.00	$65,616.50	$76,038.50	$77,070.50
Steeplechase Circle 472-85058 (766360)	**Group 2**	$111,500.00	$119,963.00	$130,575.75	$133,260.61
Krug South Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$183,830.00	$185,579.50	$206,614.25	$210,331.11
		Engineer's Construction Estimate	Pearson Construction LLC	Nowak Construction	Utilities Plus
Stormwater Drain #319 468-84324 (751545)	**Group 1**	$72,330.00	$89,142.50		
Steeplechase Circle 472-85058 (766360)	**Group 2**	$111,500.00	$116,112.60		
Krug South Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$183,830.00	$205,255.10		
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Stormwater Drain #319 468-84324 (751545)	**Group 1**	$72,330.00			
Steeplechase Circle 472-85058 (766360)	**Group 2**	$119,963.00			
Krug South Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$192,293.00			
		Engineer's Construction Estimate			
Stormwater Drain #319 468-84324 (751545)	**Group 1**	$72,330.00			
Steeplechase Circle 472-85058 (766360)	**Group 2**	$111,500.00			
Krug South Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$183,830.00			

Award 7-5-16 subject to City Council approval of new Engineer's Estimate and Budget authorization.

CHECKED BY: KP

REVIEWED BY: PJS

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - June 10, 2016

RQ640686

FB640116		Engineer's Construction Estimate	Dondlinger & Sons	Stannard Construction d/b/a WB Carter	Wilks Underground Utilities LLC
2016 Sanitary Sewer Reconstruction Phase 7		$122,800.00	$228,975.00	$74,518.00	$66,281.00
(north of Kellogg, east of West Street)	BID BOND			x	**BID WITHDRAWN**
468-85117	ADDENDA	0			
(620848)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2016 Sanitary Sewer Reconstruction Phase 7		$122,800.00			
(north of Kellogg, east of West Street)	BID BOND				
468-85117	ADDENDA	0			
(620848)					
		Engineer's Construction Estimate	Wildcat Construction		
2016 Sanitary Sewer Reconstruction Phase 7		$122,800.00			
(north of Kellogg, east of West Street)	BID BOND				
468-85117	ADDENDA	0			
(620848)					
		Engineer's Construction Estimate			
2016 Sanitary Sewer Reconstruction Phase 7		$122,800.00			
(north of Kellogg, east of West Street)	BID BOND				
468-85117	ADDENDA	0			
(620848)					

CHECKED BY: HP

REVIEWED BY: PS

WATER BID TABULATION SUMMARY

BOARD OF BIDS - June 10, 2016

RQ640687

FB640117		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System		$44,908.00	$43,124.00	$40,368.00	$37,506.00
Blue Lake Addition	BID BOND				
448-89990	ADDENDA	0			
(735552)					
		Engineer's Construction Estimate	Nowak Construction	Wilks Underground Utilities LLC	
Water Distribution System		$44,908.00	$36,337.50	$36,085.00	
Blue Lake Addition	BID BOND				
448-89990	ADDENDA	0			
(735552)					
		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter	Wildcat Construction	
Water Distribution System		$44,908.00			
Blue Lake Addition	BID BOND				
448-89990	ADDENDA	0			
(735552)					
		Engineer's Construction Estimate			
Water Distribution System		$44,908.00			
Blue Lake Addition	BID BOND				
448-89990	ADDENDA	0			
(735552)					

CHECKED BY: KD

REVIEWED BY: PSI

WATER BID TABULATION SUMMARY

BOARD OF BIDS - June 10, 2016

RQ640657

FB640111		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Dutton Construction & Plumbing LLC
Country Acres Phase IB Neighborhood Water Main Replacement (W-042)		$2,977,779.00		$1,755,227.00	
(south of 13th St, west of Ridge Rd)	BID BOND			X	
448-90710	ADDENDA	2			
(635819)					
		Engineer's Construction Estimate	McCullough Excavation	Mies Construction	Nowak Construction
Country Acres Phase IB Neighborhood Water Main Replacement (W-042)		$2,977,779.00	$1,906,041.00	$1,737,532.00	$1,833,298.72
(south of 13th St, west of Ridge Rd)	BID BOND		X		
448-90710	ADDENDA	2			
(635819)					
		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter	Wildcat Construction	
Country Acres Phase IB Neighborhood Water Main Replacement (W-042)		$2,977,779.00			
(south of 13th St, west of Ridge Rd)	BID BOND				
448-90710	ADDENDA	2			
(635819)					
		Engineer's Construction Estimate			
Country Acres Phase IB Neighborhood Water Main Replacement (W-042)		$2,977,779.00			
(south of 13th St, west of Ridge Rd)	BID BOND				
448-90710	ADDENDA	2			
(635819)					

CHECKED BY: VP

REVIEWED BY: PS

Pages 4, 5, 6

WATER BID TABULATION SUMMARY

BOARD OF BIDS - June 10, 2016

RQ640688

FB640118		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System (Phase 1) 448-90705 (735547)	Group 1	$28,301.00	$38,552.00	$37,770.00	$29,874.00
Water Distribution System (Phase 2) 448-90706 (735554)	Group 2	$32,185.00	$32,925.00	$35,315.00	$28,710.00
Water Distribution System (Phase 3) 448-90707 (735553)	Group 3	$29,694.00	$35,698.00	$29,490.00	$33,309.00
Vassar Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$90,180.00	$107,175.00	$102,575.00	$91,893.00
		Engineer's Construction Estimate	Nowak Construction	Wilks Underground Utilities LLC	
Water Distribution System (Phase 1) 448-90705 (735547)	Group 1	$28,301.00	$25,916.10	$26,821.00	
Water Distribution System (Phase 2) 448-90706 (735554)	Group 2	$32,185.00	$23,500.00	$25,874.00	
Water Distribution System (Phase 3) 448-90707 (735553)	Group 3	$29,694.00	$26,095.40	$29,402.00	
Vassar Addition	BID BOND				
448-90705	ADDENDA	1			
(735547)		$90,180.00	$75,511.50	$82,097.00	
		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter	Wildcat Construction	
Water Distribution System (Phase 1) 448-90705 (735547)	Group 1	$28,301.00			
Water Distribution System (Phase 2) 448-90706 (735554)	Group 2	$32,185.00			
Water Distribution System (Phase 3) 448-90707 (735553)	Group 3	$29,694.00			
Vassar Addition	BID BOND				
448-90705	ADDENDA	1			
(735547)		$90,180.00			

CHECKED BY: KP

REVIEWED BY: PS

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB640109 **Exterior Paint** **Close Date/Time:** 6/10/2016 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Housing & Community Services **Responses:** 3

Vendors	Complete	Bid Total	City Comments
SHERWIN WILLIAMS CO	Complete	$109,500.00	Defer to 6/20/16 Housing & Community Services Dept.
PPG ARCHITECTURAL FINISHES INC	Complete	$116,629.50	
DIAMOND PRODUCTS COMPANY	Complete	$128,212.50	

Top of the Page

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB640115 **85,000 GVWR Semi Tractor** **Close Date/Time:** 6/10/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: PUBLIC WORKS & UTILITIES

Return to the Bid List

Responses: 4

Vendors	Complete	Bid Total	City Comments
OMAHA TRUCK CENTER DBA KANSAS CENTER COMPANIES	Partial	$91,085.00	Award 06/14/2016 Base Bid w/Opts 3 & 4 Public Works & Utilities Department/Sewage Treatment Division
ROBERTS TRUCK CENTER LLC	Partial	$100,035.00	
WICHITA KENWORTH INC	Partial	$100,772.00	
CUSTOM TRUCK & EQUIPMENT LLC	Partial	$104,073.00	

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB640115 **85,000 GVWR Semi Tractor** **Close Date/Time:** 6/10/2016 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: PUBLIC WORKS & UTILITIES **Responses:** 4

Go to: 001

Line 001 | BASE BID: New Unused Current Model 85,000 GVWR Semi Tractor.
Manufacturer:_____ Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	$102,987.0000	$102,987.00	Complete	Freightliner Model 114 SD 2017
ROBERTS TRUCK CENTER LLC	1	Each	$109,595.0000	$109,595.00	Complete	2017 Mack CHU613
WICHITA KENWORTH INC	1	Each	$112,573.0000	$112,573.00	Complete	Kenworth Model T800 2017. Alt Bid Kenworth Model T880 2017 Base Bid 114,275 dollars
CUSTOM TRUCK & EQUIPMENT LLC	1	Each	$116,573.0000	$116,573.00	Complete	2016 Freightliner CA125DC Truck and Training included Please refer to our specs for what we are offering.

Line 002 | OPTION 1: PTO per specification - DO NOT BID THIS ITEM. INCLUDE IN BASE BID.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CUSTOM TRUCK & EQUIPMENT LLC				**No Bid.**		
ROBERTS TRUCK CENTER LLC				**No Bid.**		
WICHITA KENWORTH INC				**No Bid.**		
OMAHA TRUCK CENTER				**No Bid.**		

Line 003 | OPTION 2: Merritt Dyna-Light Headache Rack with Full Length Tray. DO NOT BID THIS ITEM. INCLUDE IN BASE BID.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER				**No Bid.**		
WICHITA KENWORTH INC				**No Bid.**		
ROBERTS TRUCK CENTER LLC				**No Bid.**		
				No Bid.		

CUSTOM TRUCK & EQUIPMENT LLC

Line 004 | OPTION 3: Driver's Seat Air Ride Premium High Back, Vinyl with a Minimum of 3 or More Lumbar Supports.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	$98.0000	$98.00	Complete	
ROBERTS TRUCK CENTER LLC	1	Each	$140.0000	$140.00	Complete	
WICHITA KENWORTH INC	1	Each	$199.0000	$199.00	Complete	
CUSTOM TRUCK & EQUIPMENT LLC				**No Bid.**		

Line 005 | OPTION 4: Trade-In Allowance. Lump Sum Deduct from Total Amount. 0-0438 2003 International 2764 VIN: 1HSGLATRO3H551256

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CUSTOM TRUCK & EQUIPMENT LLC	1	Lump Sum	($12,500.0000)	($12,500.00)	Complete	
OMAHA TRUCK CENTER	1	Lump Sum	($12,000.0000)	($12,000.00)	Complete	
WICHITA KENWORTH INC	1	Lump Sum	($12,000.0000)	($12,000.00)	Complete	Total for Alt Bid 102,474 dollars
ROBERTS TRUCK CENTER LLC	1	Lump Sum	($9,700.0000)	($9,700.00)	Complete	

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB640119 **33,000 GVWR Crew Cab & Chassis** **Close Date/Time:** 6/10/2016 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Water Distribution **Responses:** 1

Vendors	Complete	Bid Total	City Comments
RUSTY ECK FORD INC	Complete	$122,471.00	Award 06/14/2016 Base Bid w/Option 1 Public Works & Utilities Department/Water Distribution Division

Top of the Page

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB640119 **33,000 GVWR Crew Cab & Chassis** **Close Date/Time:** 6/10/2016 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Water Distribution **Responses:** 1

Go to: 001

Line 001 | BASE BID: New Unused Current Model 33,000 GVWR Crew Cab & Chassis with Custom Utility Body (Supplement A) Crew Cab & Chassis Manufacturer:_____ Model:_____Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$120,897.0000	$120,897.00	Complete	Ford Model 750 Crew Cab 2017

Line 002 | OPTION 1: Installation of a Pro-Air Model 465 Heater per specification

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,574.0000	$1,574.00	Complete	

Top of the Page

POWERED BY COGSDALL

June 13, 2016

Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: Flow Pump

Qty 1, Cascade MF 20" Vertical Mixed Flow Pump, Pump only no motor

FOR A TOTAL OF $90,346.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: PUBLIC WORKS & UTILITIES/WATER PRODUCTION & PUMPING DIVISION

Vendor	Reference Authority	Cost
DXP Enterprises Inc.	Ordinance No. 35-856 Section 2 (b)	$90,346.00

June 13, 2016

Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: High Service Pumps

Qty 1, Flowserve Model 350-LNN-575 with 600hp, 1200 RPM motor (less base, coupling and guard)

FOR A TOTAL OF $118,336.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: PUBLIC WORKS & UTILITIES/WATER PRODUCTION & PUMPING DIVISION

Vendor	Reference Authority	Cost
Letts-Vankirk & Associates LLC	Ordinance No. 35-856 Section 2 (b)	$118,336.00

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL JUNE 14, 2016

a. Stormwater Drain #319 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (468-84324/751545/485436) Does not affect existing traffic. (District II) - $99,750.00

b. Steeplechase Circle from the west line of Wooddale to a point approximately 950 feet west, serving Lots 12-28, Block 2 in Krug South Addition (south of 21st Street North, west of 143rd Street East) (472-85058/766360/490383) Does not affect existing traffic. (District II) - $167,310.00

c. Bridge Rehabilitation Improvements, Pawnee Avenue Bridge over Arkansas River (Pawnee, east of McLean) (472-84922/715726/249142) See Special Provisions. (District III,IV) - $2,958,000.00

d. 2016 Sanitary Sewer Rehabilitation Phase C (CIPP) (north of Pawnee, east of Meridian) (468-85105/620847/666005) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI) - $254,000.00

e. Water Distribution System to serve Sandcrest Addition (south of 29th Street North, east of Hoover) (448-90702/735551/470224) Does not affect existing traffic. (District V) - $217,000.00

f. Lateral 3, Main 22, Southwest Interceptor Sewer to serve Blue Lake Addition (south of 31st Street South, west of West Street) (468-83864/744415/480107) Does not affect existing traffic. (District IV) - $90,000.00

g. Wichita Water Tower Rehabilitation (east of Hillside, north of 17th) (448-90662/633823/750021) Traffic to be maintained during construction using flagpersons and barricades. (District I) - $4,830,000.00

468-84324 (751545) 485436 District II

To be Bid: May 20, 2016

PRELIMINARY ESTIMATE of the cost of:
Stormwater Drain #319 to serve Krug South Addition
(south of 21st Street North, west of 143rd Street East)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS (751545) - Group 1		
1	Excavation	280	cy
2	Excavation (Cont. Furnish)	400	cy
3	Fill, Compacted (95% Density)	560	cy
4	Seeding	1	LS
5	Seeding, Temporary	1	LS
	MEASURED QUANTITY BID ITEMS (751545) - Group 1		
6	Pipe, SWS, RCBC (12'x3') (w/Hubguard & V	81	lf
7	Rock Ditch Check	2	ea
8	Gabion Matress	24	sy
9	BMP, Back of Curb Protection	1,615	lf
10	BMP, Construction Entrance	1	ea
11	BMP, Curb Inlet Protection	3	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $99,750.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

485436 (751545) 468-84324
Page _____

EXHIBIT _____

472-85058 (766360) 490383 District II

To be Bid: May 20, 2016

PRELIMINARY ESTIMATE of the cost of:
Steeplechase Circle from the west line of Wooddale to a point approximately 950 feet west, serving Lots 12-28, Block 2 in Krug South Addition
(south of 21st Street North, west of 143rd Street East)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS (766360) - Group 2		
1	Excavation	260	cy
2	Excavation (Cont. Furnish)(On Site Stockpile)	1,000	cy
3	Excavation (Cont. Furnish)	1,260	cy
4	Fill, Compacted (95% Density)	2,100	cy
5	Inlet Rehab	1	LS
6	Site Clearing	1	LS
7	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS (766360) - Group 2		
8	AC Pavement 5" (3" Bit Base)	2,234	sy
9	Crushed Rock Base 5", Reinforced	2,320	sy
10	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	1,602	lf
11	Concrete C & G, Type 3 (8" median)	63	lf
12	Valve Box Adjusted	2	ea
13	Pipe, SWS 18"	62	lf
14	Inlet Hookup	1	ea
15	Inlet, Curb (Type 1A) (L=5',W=3')	1	ea
16	Sleeves, 6" PVC	60	lf
17	AC Pavement 2" Mill & Overlay	80	sy
18	Pavement Underdrain	15	lf
19	Curb & Gutter Removed & Replaced	25	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $167,310.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

490383 (766360) 472-85058

Page ____ EXHIBIT ____

To be Bid: May 6, 2016

PRELIMINARY ESTIMATE of the cost of:
Bridge Rehabilitation Improvements
Pawnee Avenue Bridge over Arkansas River

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS - Paving		
1	Field Office & Laboratory (Type A)	1	ea
2	Site Clearing	1	LS
3	Site Restoration	1	LS
4	Mobilization	1	LS
5	Construction Staking	1	LS
6	Transportation of Salvaged Materials	1	LS
	LUMP SUM BID ITEMS - Bridge		
7	Bridge Approach Slab Footing	60	cy
8	Class III Excavation	3,882	cy
9	Concrete (Grade 4.0)	313	cy
10	Reinforcing Steel (Grade 60)(Epoxy Coated)	56,320	lbs
11	Structural Steel (AASHTO M270)	18,870	lbs
12	Concrete Masonry Coating	1	LS
13	Structural Steel (Merchant Quality)	2,380	lbs
14	Sidewalk Approach Seat	4	ea
	LUMP SUM BID ITEMS - Roadside Improvement		
15	Sodding	1	LS
	LUMP SUM BID ITEMS - Traffic		
16	Pavement Markings	1	LS
17	Signing	1	LS
18	Traffic Control	1	LS
	MEASURED QUANTITY BID ITEMS - Paving		
19	Concrete Pavement 12" (Reinf)	543	sy
20	Wheelchair Ramp w/ Detectable Warnings	1	ea
21	AC Pavement 6" (4" Bit. Base)	45	sy
22	Crushed Rock Base 6", Reinforced	925	sy
23	Concrete Ramp Nose Section (Median)	1	ea
24	Concrete C & G, Type 1 (6" & 1-1/2")	105	lf
25	Concrete C & G, Type 1 (6" & 1-1/2"), Special	82	lf
26	Concrete C & G, Type 3 (6" & 1-1/2"), Special	149	lf
27	Concrete Curb, Mono Edge (6" & 1 1/2")	115	lf
28	Bridge Curb Repair	195	sf
29	Area Prepared for Patching	1,301	sy
30	Area Prepared for Patching (Full Depth)	59	sy
31	Pavement Removed	888	sy
32	Sidewalk, Drive &/or Pkg Lot Removed	260	sy
33	Concrete Sidewalk 6" (Reinf)	1,609	sf
34	Concrete Sidewalk 4"	3,145	sf
35	Sidewalk Thickening	52	lf
36	Brick Pavers Removed and Reset	47	sy
37	Brick Pavers (new)	12	sy
	MEASURED QUANTITY BID ITEMS - Bridge		
38	Concrete Approach 12", Bridge	288	sy
39	Concrete Surface Repair	3,004	sf
40	Multi-Layer Polymer Concrete Overlay	2,831	sy
41	Handrail, Remove and Replace, Type 1	804	lf
42	Handrail, Remove and Replace, Type 2	826	lf
43	Reinforcing Steel (Repair)	10,214	lbs
	MEASURED QUANTITY BID ITEMS - Drainage		
44	Rip-Rap, Light Stone	1,116	sy
	MEASURED QUANTITY BID ITEMS - Water		
45	Valve Box Adjusted	1	ea
	MEASURED QUANTITY BID ITEMS - Traffic		
46	Concrete Safety Barrier (Temporary)	200	lf
47	Signing, Elec. Portable Message (each per day)	30	DY
48	Concrete Safety Barrier, Special	120	lf
	MEASURED QUANTITY BID ITEMS - Erosion Control BMP		
49	BMP, Back of Curb Protection	158	lf
50	BMP, Construction Entrance	2	ea
51	BMP, Curb Inlet Protection	1	ea
52	BMP, Silt Fence	622	lf

Construction Subtotal _____

Design Fee
Supplemental Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $2,958,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

249142 (715726) 472-84922

Page _____ EXHIBIT _____

468-85105 (620847) 666005 Districts I, II, III, IV, VI

To be Bid: May 27, 2016

PRELIMINARY ESTIMATE of the cost of:
2016 Sanitary Sewer Rehabilitation Phase C (CIPP)
(north of Pawnee, east of Meridian)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS		
1	Pipe, Cured-in-Place, 8" (Site 1)	644	lf
2	Pipe, Cured-in-Place, 8" (Site 2)	538	lf
3	Pipe, Cured-in-Place, 8" (Site 3)	994	lf
4	Pipe, Cured-in-Place, 8" (Site 4)	118	lf
5	Pipe, Cured-in-Place, 8" (Site 5)	356	lf
6	Pipe, Cured-in-Place, 8" (Site 6)	648	lf
7	Pipe, Cured-in-Place, 8" (Site 7)	876	lf
8	Pipe, Cured-in-Place, 8" (Site 8)	631	lf
9	Pipe, Cured-in-Place, 8" (Site 9)	496	lf
10	Pipe, Cured-in-Place, 8" (Site 10)	1,239	lf
11	Pipe, Cured-in-Place, 8" (Site 11)	528	lf
12	Pipe, Cured-in-Place, 8" (Site 12)	180	lf
13	Pipe, Cured-in-Place, 8" (Site 13)	330	lf
14	Pipe, Cured-in-Place, 8" (Site 14)	256	lf
15	Pipe, Cured-in-Place, 8" (Site 15)	627	lf
16	Site Preparation	1	LS
17	Site Restoration	1	LS

Construction Subtotal _____

Engineering & Inspection
Administration
Publication

Total Estimated Cost $254,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

666005 (620847) 468-85105
Page_____

EXHIBIT_____

To be Bid: June 3, 2016

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Sandcrest Addition
(south of 29th Street North, east of Hoover)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS		
1	Maintain Existing BMPs	1	LS
2	Seeding	1	LS
3	Site Clearing	1	LS
4	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
5	WL Pipe 6"	365	lf
6	WL Pipe 8"	5,184	lf
7	Valve Assembly 6"	1	ea
8	Valve Assembly 8"	7	ea
9	Valve Assembly, Anchored 8", Special	2	ea
10	Valve Assembly, Blowoff 2"	4	ea
11	Fire Hydrant Assembly	6	ea
12	Fill, Protective	1,720	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Department

Total Estimated Cost $217,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

470224 (735551) 448-90702
Page _____

EXHIBIT _____

468-83864 (744415) 480107 District IV

To be Bid: June 3, 2016

PRELIMINARY ESTIMATE of the cost of:
Lateral 3, Main 22, Southwest Interceptor Sewer to serve Blue Lake Addition
(south of 31st St St, west of West)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS		
1	Seeding	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
4	Pipe, SS 8"	1,027	lf
5	Air Testing, SS Pipe	1,027	lf
6	MH, Standard SS (4')	3	ea
7	MH, Shallow SS (4')	2	ea
8	Pipe Stub, 4"	1	ea
9	Riser Assembly 4", Manhole Stub	2	ea
10	Riser Assembly 4", Vertical	6	ea
11	MH, Connect to Existing	1	ea
12	Fill, Flowable	43	ea
13	Fill, Sand (Flushed & Vibrated)	337	lf
14	BMP, Construction Entrance	1	ea
15	BMP, Silt Fence	464	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $90,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

480107 (744415) 468-83864
Page _____

EXHIBIT _____

448-90662 (633823) 750021 District I

To be Bid: June 3, 2017

PRELIMINARY ESTIMATE of the cost of:
Wichita Water Tower Rehabilitation
(east of Hillside, north of 17th)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEM - BASE BID		
1	Rehabilitation of Woodlawn & Wichita State University Water Towers	1	LS
	ADD ALTERNATE #1 LUMP SUM BID ITEM		
2	Woodlawn Control Valve	1	LS
	ADD ALTERNATE #2 LUMP SUM BID ITEM		
3	Woodlawn Mixing System	1	LS
	ADD ALTERNATE #3 LUMP SUM BID ITEM		
4	WSU (Roosevelt) Control Valve	1	LS
	ADD ALTERNATE #4 LUMP SUM BID ITEM		
5	WSU (Roosevelt) Mixing System	1	LS
	ADD ALTERNATE #5 LUMP SUM BID ITEM		
6	WSU (Roosevelt) WSU Logos	1	LS

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $4,830,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

750021 (633823) 448-90662
Page _____

EXHIBIT _____

Agenda Item No. II-4a

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Hot Rod Power Tour 2016 (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Casey Phillips, GFORCE Engineering, is coordinating the Hot Rod Power Tour 2016 with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Hot Rod Power Tour 2016 June 16, 2016 3:00 pm – 11:00 pm

- Mosley Street, Douglas Avenue to First Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-4b

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Wichita Wingnuts Fireworks Displays (Districts I and IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Josh Robertson, Wichita Wingnuts, is coordinating the Wichita Wingnuts Fireworks Displays with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Wingnuts Fireworks Displays June 17, 24, July 15, 22, 30, August 16 and 26, 2016 8:00 pm – 11:00 pm

- McLean Boulevard, Douglas Avenue to Maple Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-4c

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Independence Day Celebration Red, White and BOOM (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Stacey Hamm, City of Wichita Park and Recreation Department, is coordinating the Independence Day Celebration Red, White and BOOM with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Independence Day Celebration Red, White and BOOM July 4, 2016 2:00 pm – 11:00 pm

- Waterman Street, Water Street to McLean Boulevard
- McLean Boulevard, Douglas Avenue to Maple Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; and 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments.

Agenda Item No. II-4d

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Glow Run 5K (District IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter John Muir, Wichita Running Company, is coordinating the Glow Run 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Glow Run 5K June 25, 2016 7:30 pm – 10:00 pm

- Maple Street, Sycamore Street to McLean Boulevard
- McLean Boulevard, Douglas Avenue to Harry Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
June 14, 2014

TO: Mayor and City Council

SUBJECT: Railroad Crossing Agreement for Pawnee between Hydraulic and Grove (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the surface crossing installation agreement.

Background: In 2012, the project to improve Pawnee, from Hydraulic to Grove, was selected for federal funding in the Transportation Improvement Program (TIP) through the Wichita Area Metropolitan Planning Organization (WAMPO). On April 23, 2013, the City Council approved an agreement with MKEC, Inc. to complete design of the project. On October 13, 2015, the City Council approved $6,250,000 for design and construction funding.

Analysis: An agreement has been prepared between the City and the Burlington Northern and Santa Fe Railway (BNSF), which widens the existing surface crossing material and establishes the basis for reimbursement by the City. All work associated with the installation will be completed by the BNSF. The replacement of the pavement and drainage near the railroad tracks between Hydraulic and Southeast Boulevard will require flaggers to complete, which will be paid directly by the City.

Financial Consideration: The estimated cost of the surfacing crossing installation is $24,603, with the City paying an estimated cost of $14,833 and BNSF paying $9,770. The portion paid by the BNSF is to help compensate the City for a warning system that is to be installed at Waterman and the Central railroad corridor. The flagger cost is estimated to be $30,000 for which the City is 100% responsible. Funding for the total estimated City cost of $44,833 is available in the existing project budget.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF10009445
Mile Post 214.95
Line Segment 7400
U.S. DOT Number 009286B
Arkansas City Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, 2016, by and between City of Wichita, Kansas (hereinafter called, "**CITY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, CITY desires to extend the existing concrete crossing surface at Pawnee Street for roadway and sidewalk improvements;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **BNSF Work.** BNSF will extend the existing concrete crossing surface for a width of 8 feet from the edge of the pavement on the north side of the tracks and 8 feet from the edge of the pavement on the south side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes and pedestrian sidewalks at Pawnee Street. The Company will perform all necessary track upgrades to accommodate the extended crossing surface.

2. **CITY Work.** CITY must construct the Project as shown on the attached Exhibit A and do all work ("CITY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. CITY must furnish all labor, materials, tools and equipment for the performance of CITY's Work. The principal elements of CITY's Work are as follows:

(a) Design and Construction of Pawnee Street;

(b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");

(c) Installation of advance warning signs in accordance with the MUTCD;

(d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

(e) Provide suitable drainage, both temporary and permanent;

(f) Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;

(g) Construct concrete sidewalk surface on approaches to each track, if desired; and

(h) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

3. **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will send CITY an invoice detailing the total amount owed by CITY for the crossing surface extension. Company shall send to CITY a final invoice upon completion and CITY shall pay the final invoice within 30 days of receipt.

CITY agrees to pay Company nine hundred twenty seven and 06/100 Dollars ($ 927.06) per foot for the extension of the existing crossing surface. CITY's **ESTIMATED** total cost for the new crossing surface is fourteen thousand eight hundred thirty three and No/100 Dollars ($14, 833.00).

4. **Maintenance of the Crossing Surface.** After installation of the crossing surface extension is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

5. **Vehicular Traffic during Installation.** The CITY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the Pawnee Street crossing during installation of the new crossing surface.

6. **Drainage.** The CITY agrees to allow BNSF to drain water from the Pawnee Street crossing area into existing CITY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.

7. **Roadway Surfacing Work.** The CITY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at Pawnee Street and the new crossing surface on both sides of the track as well as the area between the tracks.

8. **Contractor Requirements:** CITY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the CITY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

9. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and CITY's payment of the amounts set forth in Section 3 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: Kamalah Young

Printed Name: Kamalah Young

Title: Manager of Public Projects

City of Wichita, Kansas:

By: _____

Printed Name: _____

Title: _____

ATTEST:

_____

KAREN SUBLETT, CITY CLERK

Approved as to Form:

_____

Jennifer L. Magana, Director of Law

Pawnee is currently classified as an Urban Principal Arterial. MAP-21 places this type of roadway on the NHS and therefore the City will not be allowed to use Non-NHS procedures for administering the project locally. We are discuss the users of Pawnee Church. Before SW 53rd, Hydraulic will help this category since it is classified as a Freeway/Expressway?

INDEX OF SHEETS

SHEET NO	DESCRIPTION
1	TITLE SHEET
2–7	TYPICAL SECTIONS
8–17	PAVING PLANS
18	STORM SEWER KEY MAP
19	STORM SEWER SUMMARY SHEET
20–28	STORM SEWER PLAN AND PROFILES
29–37	PAVING DETAILS
38–40	TRAFFIC SIGNAL PLANS
41–43	PAVEMENT MARKING
44–45	CONSTRUCTION SEQUENCE SUMMARY
46–49	TRAFFIC CONTROL PLANS
50–51	DRAINAGE MAP
52–74	CROSS SECTIONS

STATE OF KANSAS

DEPARTMENT OF TRANSPORTATION
PLAN AND PROFILE OF PROPOSED
PAWNEE AVENUE
FROM HYDRAULIC TO POPLAR

FEDERAL AID PROJECT

C.O.W. PROJECT NO. 472-84303
PAVING O.C.A. NO. ——

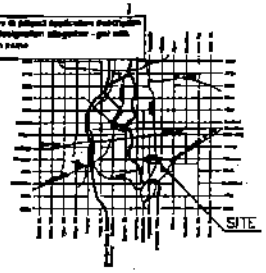
WICHITA, SEDGWICK COUNTY, KANSAS
POPULATION = 361,420

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	1	74

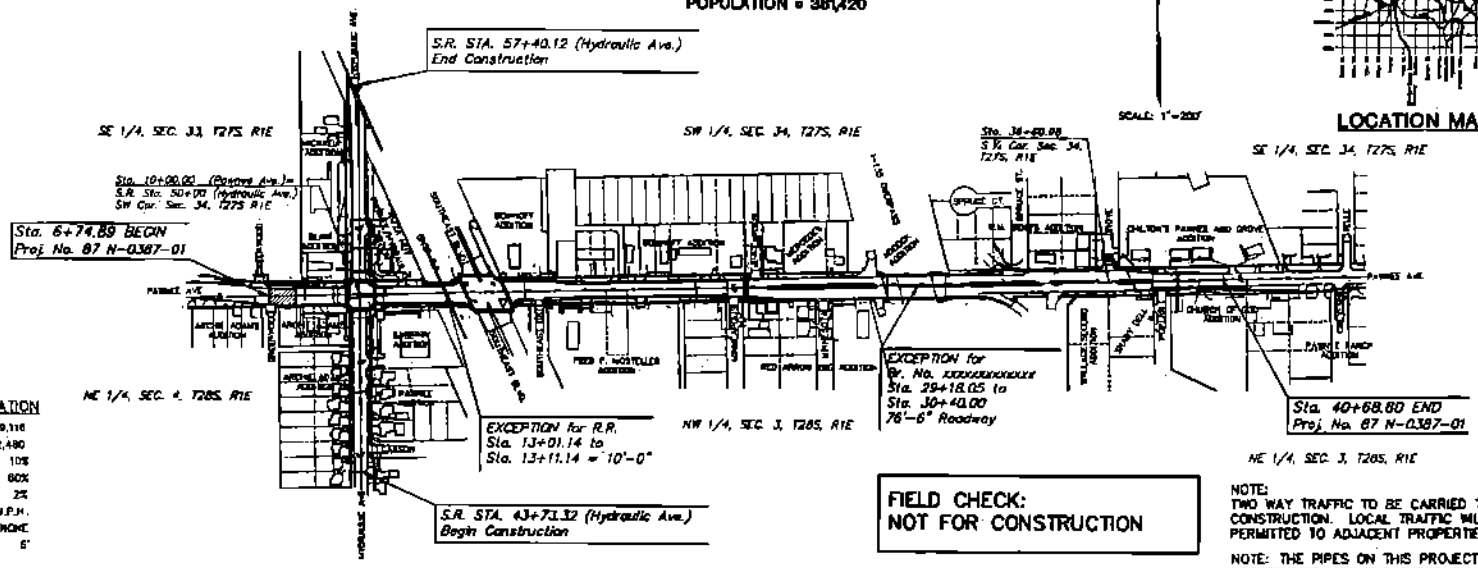
KDOT PROJ. NO. 87 N-0387-01
F.A. NO. STP N[illegible]

GRADING
SURFACING
STORM SEWER
PAVEMENT MARKING
SEEDING

City is certifying this Hydraulic to Grove as project application meets criteria in KDOT, MAPPO has a national designation categories - per with the City and confirm project location name



LOCATION MAP



DESIGN DESIGNATION

AADT (2013)	19,116
AADT (2020)	22,480
DHV	10%
D	60%
T	2%
V	35 M.P.H.
C of A	NONE
Clear Zone	6'

FIELD CHECK:
NOT FOR CONSTRUCTION

NOTE:
TWO WAY TRAFFIC TO BE CARRIED THROUGH CONSTRUCTION. LOCAL TRAFFIC WILL BE PERMITTED TO ADJACENT PROPERTIES.

NOTE: THE PIPES ON THIS PROJECT ARE IN ACCORDANCE WITH THE CURRENT KDOT PIPE POLICY.

GROSS LENGTH OF PROJECT	3393.91 FT.
EXCEPTIONS	131.96 FT.
ADDITIONS	0.00 FT.

NET LENGTH OF PROJECT	3271.95 FT.	0.620 MILES
NET LENGTH OF BRIDGES	0.00 FT.	0.000 MILES
NET LENGTH OF ROAD	327.95 FT.	0.620 MILES

PREPARED & SUBMITTED BY
MKEC ENGINEERING CONSULTANTS, INC.
WICHITA, KANSAS

APPROVED — DATE

GARY JANZEN, P.E.
CITY ENGINEER

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-686-8000

PAWNEE AVE FROM HYDRAULIC TO POPLAR

TITLE SHEET
87 N-0387-01

JRA
DJS
JRA

April 3, 2013

1 of 74

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 H-0387-01	2013	9	74

Horizontal Control Point #60
1. 5/8" bar with red "MKEC CP" cap
2. Sta. 15+71.27, 38.46' Rt.
N 1872688.5795 E 1655554.0274

SCALE: 1"=10'

PIZZA HUT
PAWNEE/HYDRAULIC ADD.

P.V.I. Sta. 12+83.00
Elev.=1287.78
50' V.C.

+0.82% (Top Curb Based on ℄ Sta.)

NE ¼ Sec. 34, 27S, R1E

Sta.13+28.47, Remove Inlet Top and Replace with new Top (L=5', W=3'). Const. Special Inlet Hook-up. All work shall be Subsidiary to "Inlet Top", except for the Inlet Hook-up, which will be Paid for as "Inlet Hook-up". See Sh. No. 7

See Southeast Blvd Intersection Plan
Sh. No. 33

Sta. 14+48.64 Pawnee Ave.= ℄ Southeast Blvd. (South)

BOMHOFF ADD.

ADAMS ADD.

-0.35% (Top Curb Based on ℄ Sta.)

Spangles Inc.
1818 E. Pawnee Ave.

Sock & Warehouse Corp.
1902 E. Pawnee Ave.

Martha L. Briggs & Karen R. Hiles, ETAL
1708 E. Pawnee Ave.

+3.41% (Top Curb Based on ℄ Sta.)

+3.13 R/W
63.00' Lt. ℄

6' Sidewalk

SOUTHEAST BLVD.

PAWNEE

Crown Line

℄ Proposed Improvement Section Line

6' Sidewalk

+77.54 R/W
60.00' Rt. ℄

Sagerty Billie Joe Charles & Yoshie Kanume Rev. Living Trust
1727 E. Pawnee Ave.

Sta. 14+42.12 Pawnee Ave.= ℄ Southeast Blvd. (South)

SOUTHEAST DR.

+88.38 R/W
50.00' Rt. ℄

Edmund & Barbara L. Terry
1909 E. Pawnee Ave.

+3.41% (Top Curb Based on ℄ Sta.)

+1.00% (Top Curb Based on ℄ Sta.)

See Southeast Blvd. Intersection Plan
Sh. No. 33

-0.35% (Top Curb Based on ℄ Sta.)

Sta.13+82.51, Const. Sidewalk Plans and 8 L.F. of Concrete Flume. See Sh. No. 7

FRED P. MOSTELLER ADD.

SAGERTY ADD.

P.V.I. Sta. 12+85.00
Elev.=1287.38
50' V.C.

SE ¼ Sec. 3, 28S, R1E

Sta.16+32.48, Const. 8" Reinforced Concrete Valley Gutter, 31.5' Rt. See Sh. No. 15

Remove 17 elements on south end region terminal

Shift City of Wichita Disk on railroad crossing sign, East of Hydraulic, South of Pawnee
Sta. 12+87.81, 38.71' Rt. El. 1288.35 (NAVD 88)

LEGEND

- Mill & Overlay
- Full-depth Asphalt Widening
- Asphalt Hookup
- Pavement/Walk Removal
- Brick Pavers
- ▲ Construct Wheelchair Ramp See Sh. No. 44
- ·100000(SWS Removal

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KT. KANSAS
316-684-8400

PAWNEE AVE FROM HYDRAULIC TO POPLAR

PAVING PLAN
Sta. 12+00 to Sta. 17+00

87 H-0387-01

JRA
JSB
JRA

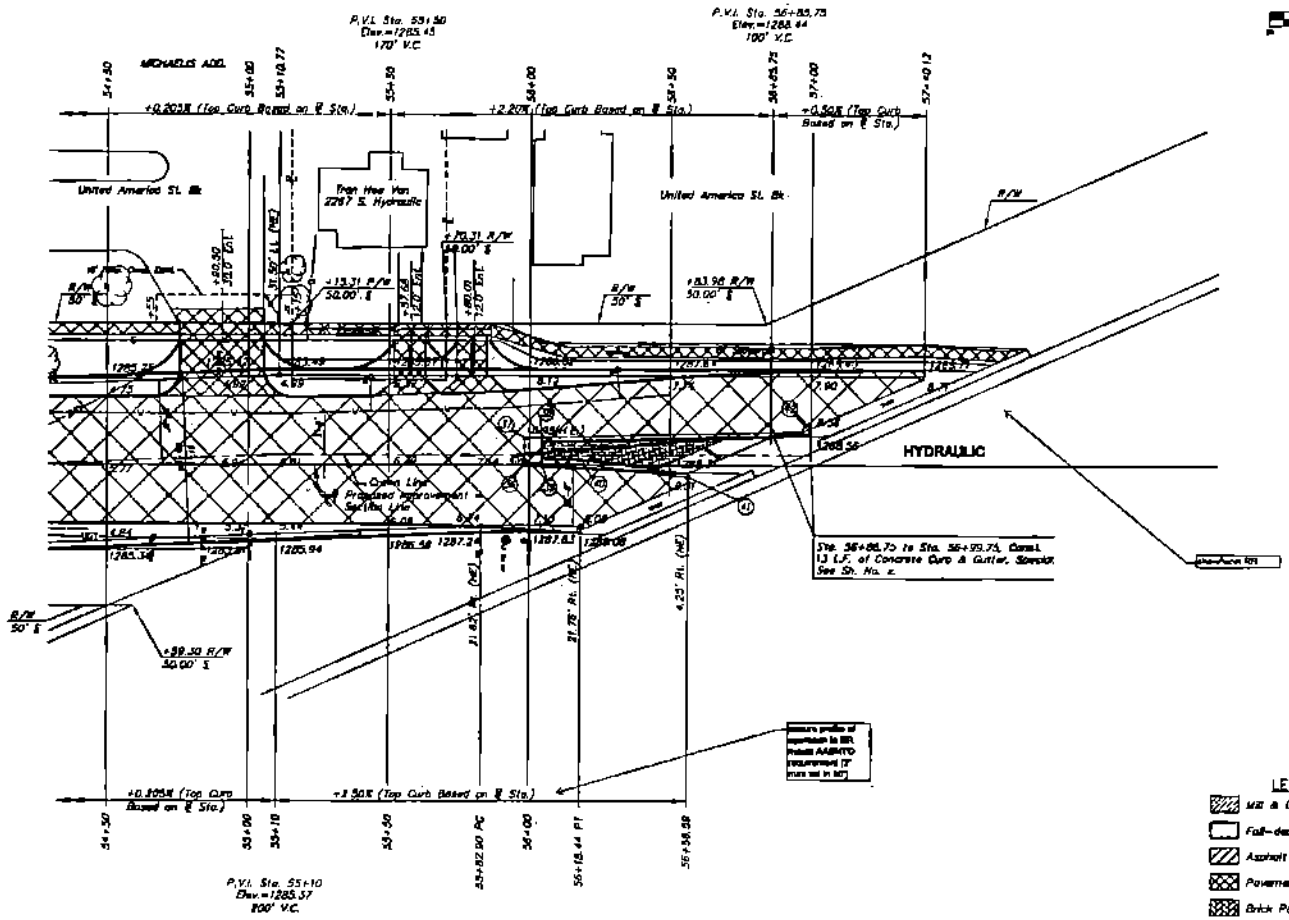
April 3, 2013

9 of 74

383

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	17	74

NE ¼ Sec. 33, T27S, R1E



SE ¼ Sec. 34, T27S, R1E

MEDIAN LOCATION				
POINT NO.	STATION	OFFSET	ELEVATION FLOWLINE	ELEVATION TOP CURB
38	55+88.27	0.75' LT.		
39	55+88.27	8.50' LT.		
40	56+04.27	8.67' LT.		
39	56+04.27	0.67' LT.		
40	56+19.50	0.67' LT.		
41	56+56.59	4.23' RT.		
42	56+99.68	11.89' LT.		

LEGEND

- Mill & Overlay
- Full-depth Asphalt Widening
- Asphalt Hookup
- Pavement/Walk Removal
- Brick Pavers
- ▲ Construct Wheelchair Ramp See Sh. No. 44
- SWS Removal

MKEC Engineering Consultants, LLC
411 N. Rock Road
Wichita, KS. 67206
316-683-5600

PAWNEE AVE FROM HYDRAULIC TO POPLAR

PAVING PLAN
Sta. 54+00
to
Sta. 57+40.23

87 N-0387-01

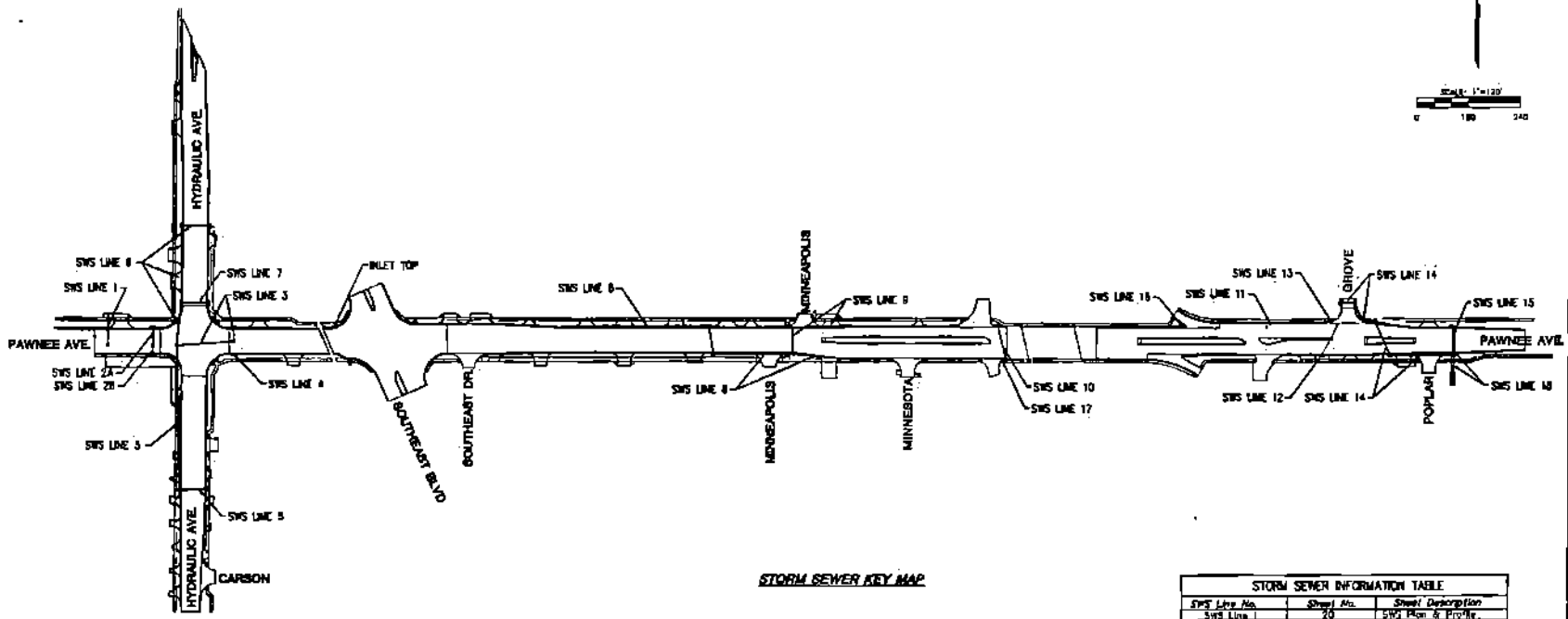
JRK
JSB
JRK

April 3, 2013

17 of 74

384

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	18	74



STORM SEWER KEY MAP

STORM SEWER INFORMATION TABLE

SWS Line No.	Sheet No.	Sheet Description
SWS Line 1	20	SWS Plan & Profile
SWS Line 2A	20	SWS Plan & Profile
SWS Line 2B	20	SWS Plan & Profile
SWS Line 3	21	SWS Plan & Profile
SWS Line 4	21	SWS Plan & Profile
SWS Line 5	22	SWS Plan & Profile
SWS Line 6	23	SWS Plan & Profile
SWS Line 7	21	SWS Plan & Profile
SWS Line 8	24 & 25	SWS Plan & Profile
SWS Line 9	26	SWS Plan & Profile
SWS Line 10	26	SWS Plan & Profile
SWS Line 11	26	SWS Plan & Profile
SWS Line 12	27	SWS Plan & Profile
SWS Line 13	27	SWS Plan & Profile
SWS Line 14	27	SWS Plan & Profile
SWS Line 15	27	SWS Plan & Profile
SWS Line 16	26	SWS Plan & Profile
SWS Line 17	26	SWS Plan & Profile
SWS Line 18	23	SWS Plan & Profile

MKEC ENGINEERING CONSULTANTS INC
415 N. WEBB ROAD
WICHITA, KS. 67206
316-685-0800

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

STORM SEWER KEY MAP

87 N-0387-01

JRA
JSB
JRA

April 3, 2013

18 of 74

GENERAL NOTES

Conduit must be installed before placing of new pavement.

Placement of Service/Junction Boxes, Conduit Runs and Controller are typical and may be adjusted as directed by the Engineer to facilitate installation.

Traffic Signal Poles, Mast Arms, etc. are shown for reference only. This project will only install the items identified in the Reconciliation of Quantities.

Signal must be equipped with APS

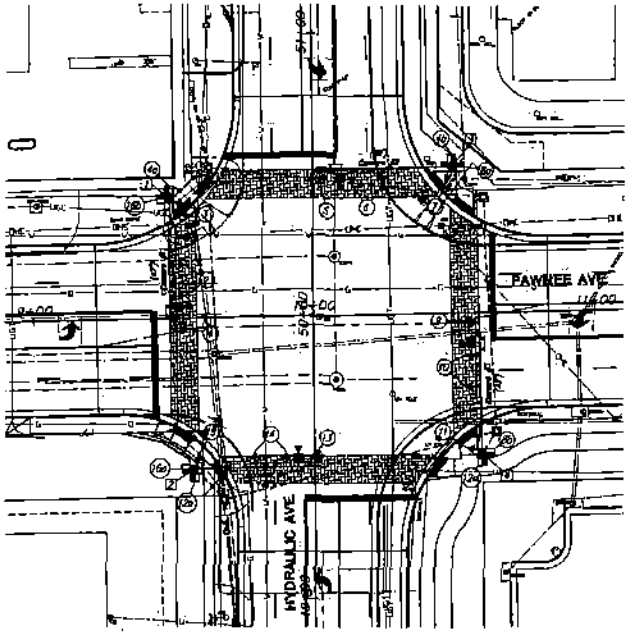
Is RR preemption of traffic signal requirement met?

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	38	74

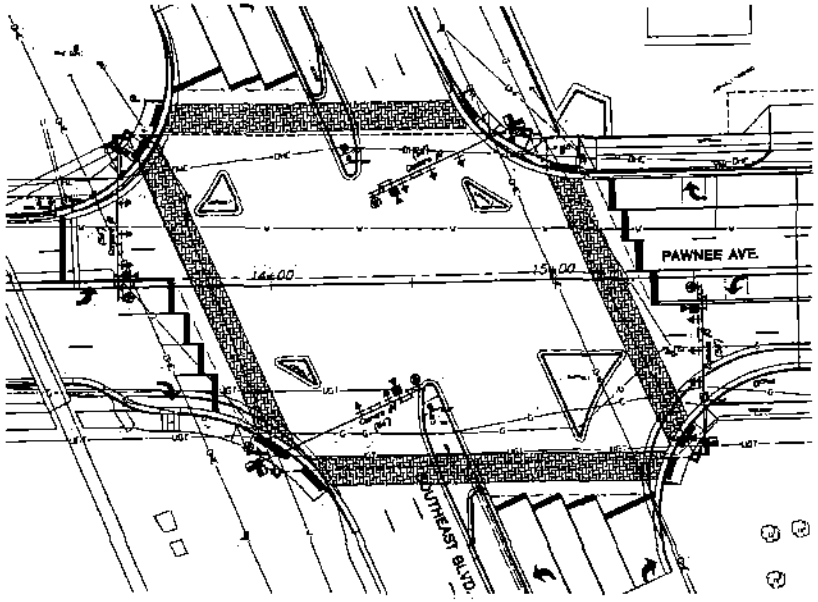
LEGEND

- Steel Traffic Signal Pole (Joint use)
- Steel Traffic Signal Pole (Std. Pole)
- Traffic Signal Indication (Type A) w/Backplate
- Traffic Signal Indication (Type I) w/Backplate
- Mast Arm Suspended Traffic Signal
- Video Detection Camera
- Service Box
- Pedestrian Indication
- Vehicle Detection Zone
- Detector Number
- Rigid Galvanized Conduit (RGC)
- Overhead Street Name Sign
- Overhead Sign R10-13 (Lt. Turn Yield on Green)
- Wind Damper
- Power Pole
- Water Box and Power Disconnect
- Controller and Pad

SCALE: 1"=20'



PAWNEE AND HYDRAULIC



PAWNEE AND SOUTHEAST BLVD.

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-5600

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

PAWNEE TRAFFIC SIGNAL PLANS

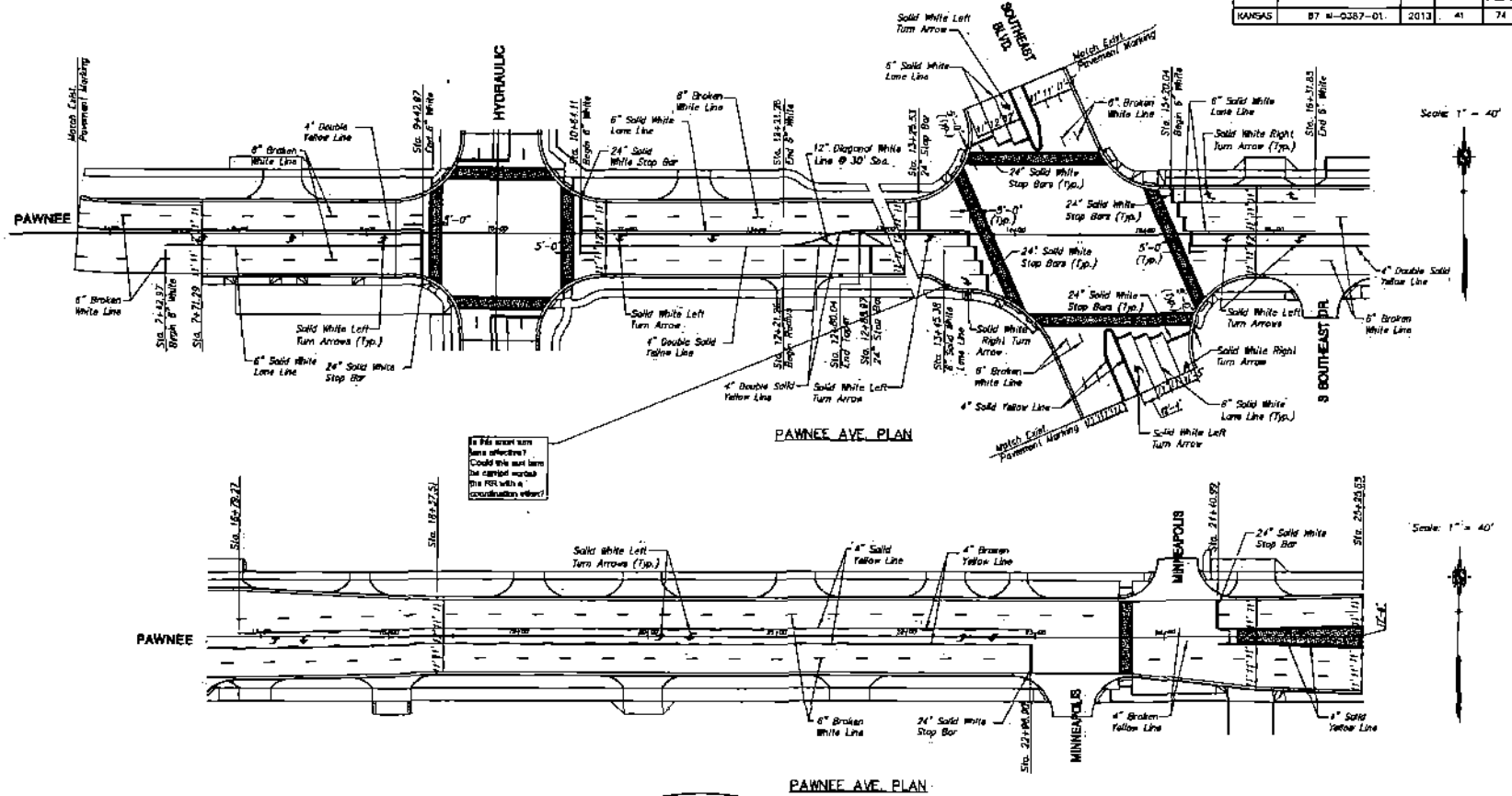
87 N-0387-01

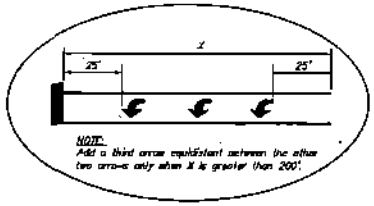
DESIGNED BY JRA
DRAWN BY WNJ
CHECKED BY JRA

DATE April 3, 2013

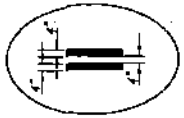
SHEET NO. 38 of 74

STATE	PROJECT NO.:	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	41	74

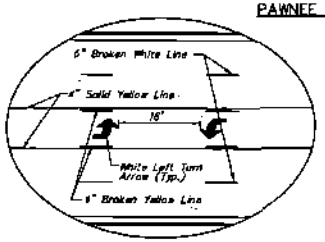




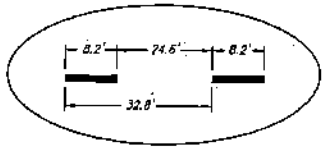
ARROW SPACING DETAIL



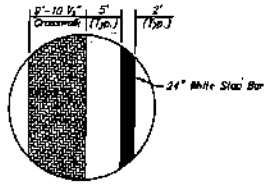
TYPICAL SPACING FOR 4" DOUBLE YELLOW LINE



TWO WAY LEFT TURN DETAIL



TYPICAL SPACING FOR 6" BROKEN WHITE LANE LINES AND 4" BROKEN YELLOW LINES



TYPICAL STOP BAR DETAIL

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-681-5080

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

PAWNEE AVE PAVEMENT MARKING PLAN

87 N-0387-01

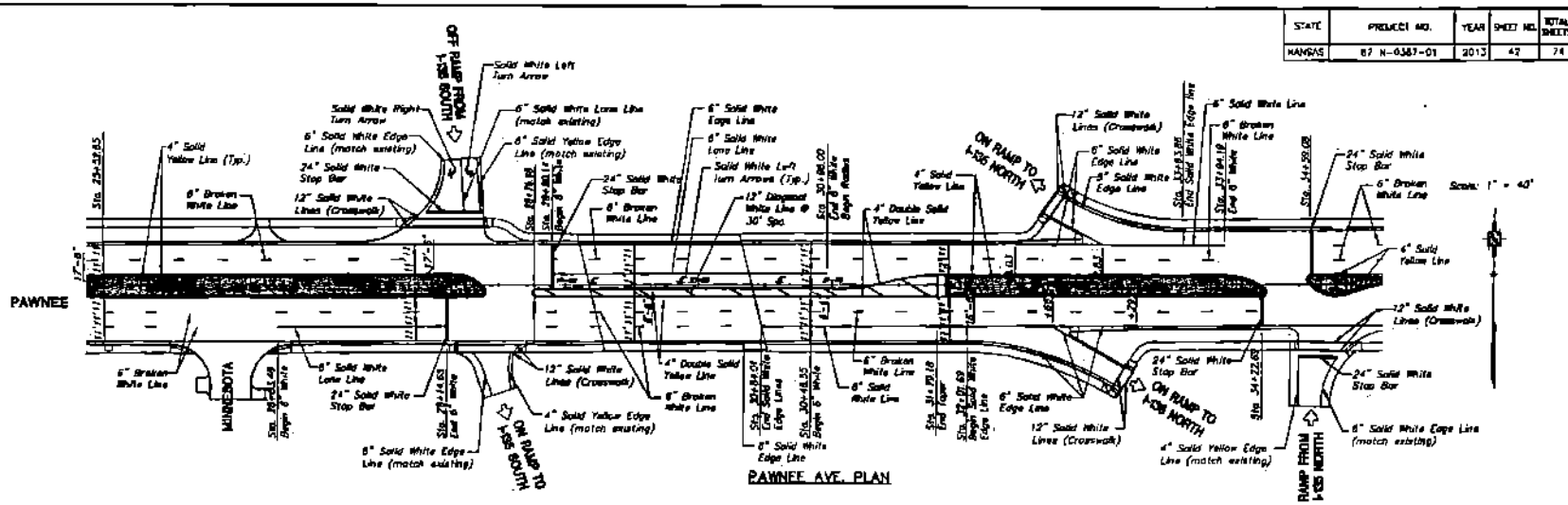
JRA
JSB
JRA

April 3, 2013

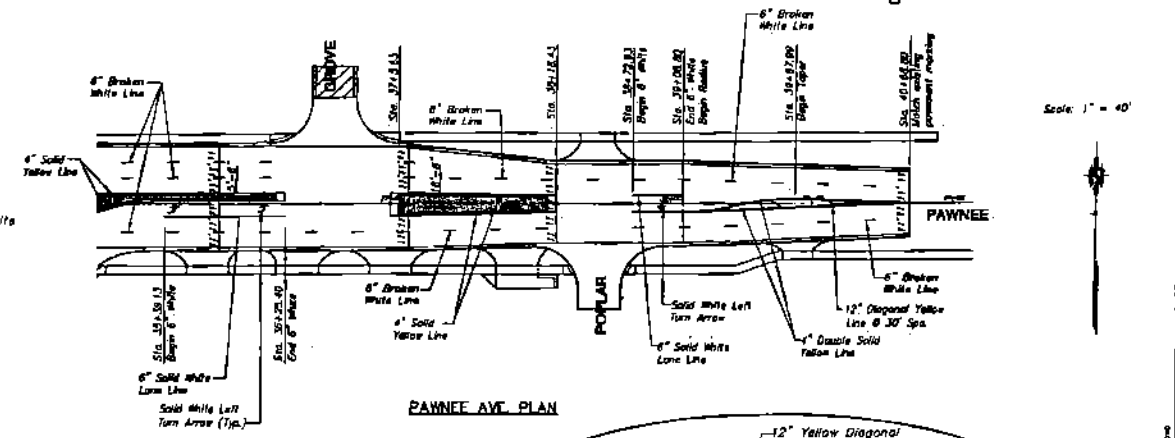
SHEET NO.
41 of 74

387

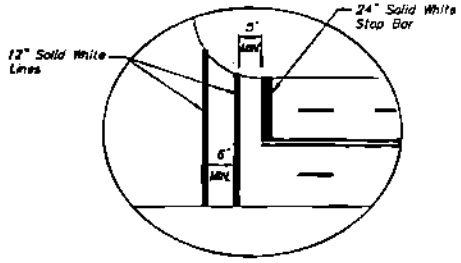
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	42	74



PAWNEE AVE. PLAN



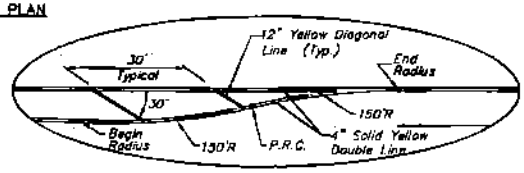
PAWNEE AVE. PLAN



TYPICAL CROSSWALK

Crosswalk lines shall be 12" solid white lines. They shall be spaced a minimum of 6' apart from inside edge to inside edge.

When required, Stop Lines shall be installed a minimum of 5' from crosswalks.



TYPICAL APPROACH TAPER DETAIL

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-686-7600

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

PAWNEE AVE. PAVEMENT MARKING PLAN

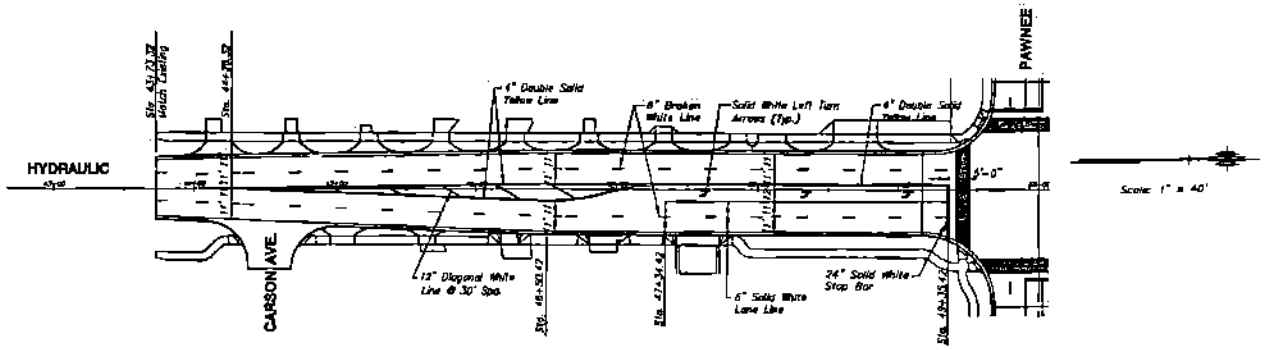
87 N-0387-01

April 3, 2013

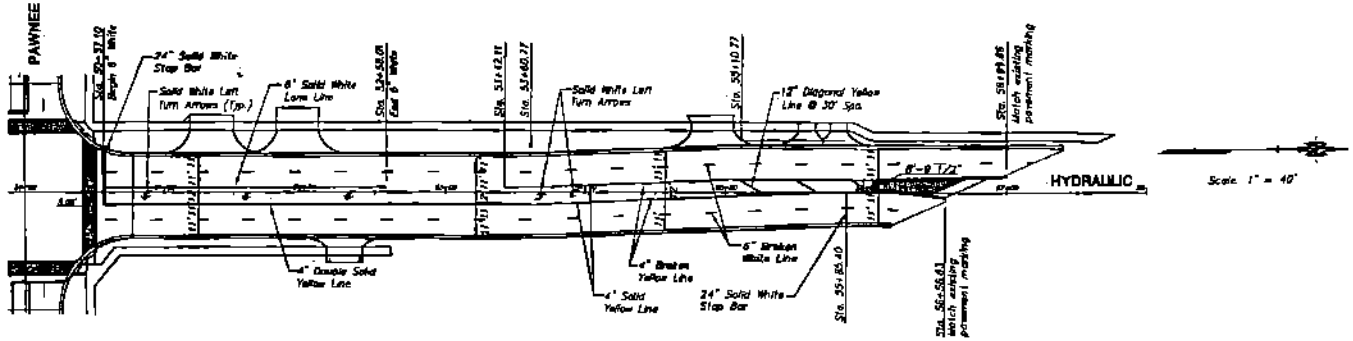
42 of 74

388

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	43	74



HYDRAULIC PLAN



HYDRAULIC PLAN

NOTE:
Existing Pavement Marking removed for temporary traffic control purposes shall be replaced, in-kind on Pawnee and Hydraulic Street. Quantities for this are reflected in the Summary of Quantities.

PAVEMENT MARKINGS: – All pavement markings shall be thermoplastic, unless otherwise approved by the Engineer. Pavement markings shall be installed per manufacturer's recommendations and shall meet KDOT's 2007 Edition of the Standard Specification Section 708. Full traffic may not be restored (and substantial project completion achieved) until all pavement markings are in place. Should construction timing be such that restoration of traffic becomes necessary during temperatures prohibiting the installation of thermoplastic markings, the contractor shall install and maintain temporary markings until such time that thermoplastic markings may be properly installed. Except for the material requirement, temporary pavement markings shall be placed equivalent, in every manner (i.e. dimension, frequency, spacing, etc.), to the permanent marking layout. The cost for temporary pavement markings will not be paid for directly but shall be considered Subsidiary to the bid item for "Pavement Markings"."

SUMMARY OF QUANTITIES (FOR INFORMATION ONLY)

ITEMS	QUANTITY	UNIT
Pavement Marking (White)(6")	3,879.83	L.F.
Pavement Marking (White)(12")	349.11	L.F.
Pavement Marking (White)(24")	647.90	L.F.
Pavement Marking (Yellow)(4")	10,234.11	L.F.
Pavement Marking (Yellow)(12")	296.43	L.F.
Pavement Marking Symbol (Left Turn)(White)	32	Each
Pavement Marking Symbol (Right Turn)(White)	4	Each
Pavement Marking Symbol (Right Turn Thru)(White)	1	Each

RECAPITULATION OF QUANTITIES

BID ITEM	QUANTITY	UNIT
Pavement Marking	Lump Sum	L.S.

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-687-9200

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

HYDRAULIC AVE PAVEMENT MARKING PLAN

87 N-0387-01

April 3, 2013

43 of 74

389

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	44	74

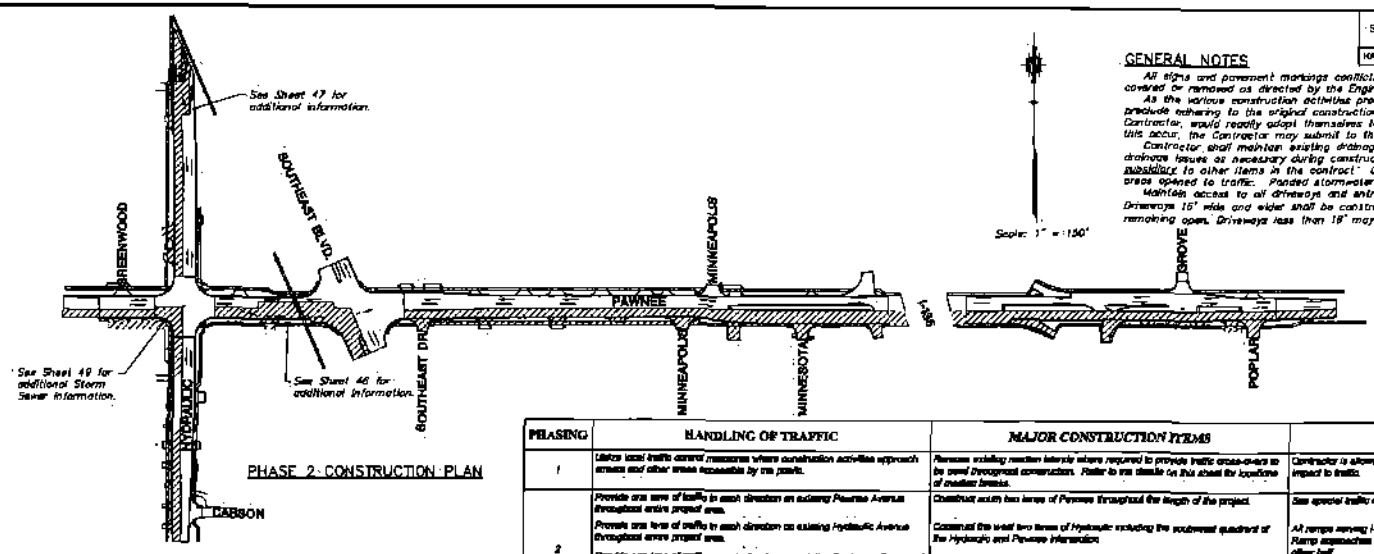
GENERAL NOTES

All signs and pavement markings conflicting with construction traffic control shall be covered or removed as directed by the Engineer.

As the various construction activities progress, certain situations may arise that will preclude adhering to the original construction sequence or which, in the opinion of the Contractor, would readily adapt themselves to a more efficient phasing operation. Should this occur, the Contractor may submit to the Engineer an alternative plan for approval.

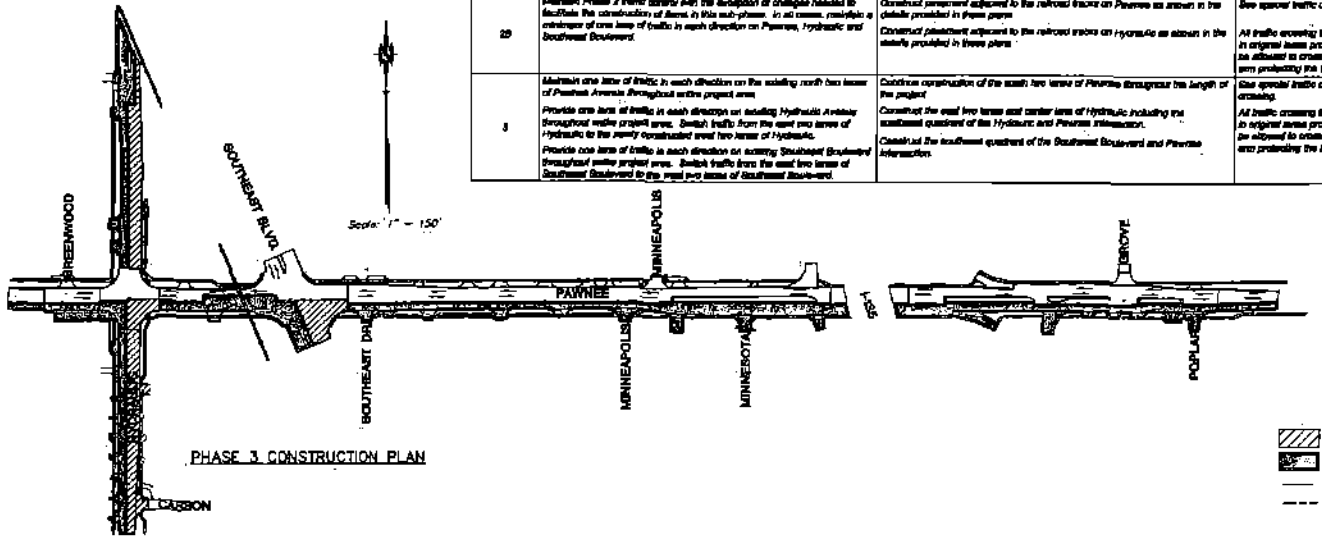
Contractor shall maintain existing drainage system during construction and address local drainage issues as necessary during construction. Temporary drainage measures will be subsidiary to other items in the contract. Contractor shall provide for drainage in sump areas opened to traffic. Ponded stormwater in sump areas will not be allowed.

Maintain access to all driveways and entrances within the project limits at all times. Driveways 15' wide and wider shall be constructed half at a time with the other half remaining open. Driveways less than 15' may be closed completely during construction.



PHASE 2 CONSTRUCTION PLAN

PHASING	HANDLING OF TRAFFIC	MAJOR CONSTRUCTION ITEMS	REMARKS
1	Utilize local traffic control measures where construction activities approach streets and other areas accessible by the public.	Remove existing median barrier where required to provide traffic cross-overs to be used throughout construction. Refer to the details on this sheet for locations of median breaks.	Contractor is allowed to construct other improvements which will have minimal impact to traffic.
2	Provide one lane of traffic in each direction on existing Pawnee Avenue throughout entire project area. Provide one lane of traffic in each direction on existing Hydraulic Avenue throughout entire project area. Provide one lane of traffic in each direction on existing Southeast Boulevard throughout entire project area.	Construct south two lanes of Pawnee throughout the length of the project. Construct the west two lanes of Hydraulic including the southwest quadrant of the Hydraulic and Pawnee intersection. Construct the southeast quadrant of the Southeast Boulevard and Pawnee intersection.	See special traffic control plan for traffic control at each railroad crossing. All ramps serving I-135 shall remain open at all times during construction. Ramp approaches may be constructed half at a time with traffic utilizing the other half. All traffic crossing the railroad tracks on Pawnee and on Hydraulic shall do so in original lanes provided for the direction of traffic. In no instance shall traffic be allowed to cross the railroad tracks without having a railroad signal crossing and protecting the traffic lane being utilized.
2B	Maintain Phase 2 traffic control with the exception of changes needed to facilitate the construction of items in this sub-phase. In all cases, maintain a minimum of one lane of traffic in each direction on Pawnee, Hydraulic and Southeast Boulevard.	Construct pavement adjacent to the railroad tracks on Pawnee as shown in the details provided in these plans. Construct pavement adjacent to the railroad tracks on Hydraulic as shown in the details provided in these plans.	See special traffic control plan for traffic control at each railroad crossing. All traffic crossing the railroad tracks on Pawnee and on Hydraulic shall do so in original lanes provided for the direction of traffic. In no instance shall traffic be allowed to cross the railroad tracks without having a railroad signal crossing and protecting the traffic lane being utilized.
3	Maintain one lane of traffic in each direction on the existing north two lanes of Pawnee Avenue throughout entire project area. Provide one lane of traffic in each direction on existing Hydraulic Avenue throughout entire project area. Switch traffic from the east two lanes of Hydraulic to the newly constructed west two lanes of Hydraulic. Provide one lane of traffic in each direction on existing Southeast Boulevard throughout entire project area. Switch traffic from the east two lanes of Southeast Boulevard to the west two lanes of Southeast Boulevard.	Continue construction of the south two lanes of Pawnee throughout the length of the project. Construct the east two lanes and center lane of Hydraulic including the southeast quadrant of the Hydraulic and Pawnee intersection. Construct the southeast quadrant of the Southeast Boulevard and Pawnee intersection.	See special traffic control plan for traffic control at the Hydraulic railroad crossing. All traffic crossing the railroad tracks on Pawnee and on Hydraulic shall do so in original lanes provided for the direction of traffic. In no instance shall traffic be allowed to cross the railroad tracks without having a railroad signal crossing and protecting the traffic lane being utilized.



PHASE 3 CONSTRUCTION PLAN

LEGEND

- Under Construction This Phase
- Construction Completed
- Traffic Flow
- Traffic Flow during part of the phase

MKC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67212
316-684-9600

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

CONSTRUCTION SEQUENCE SUMMARY

87 N-0387-01

JRA
JSB
JRA

April 3, 2013

44 of 74

390

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 H-0387-01	2013	45	74

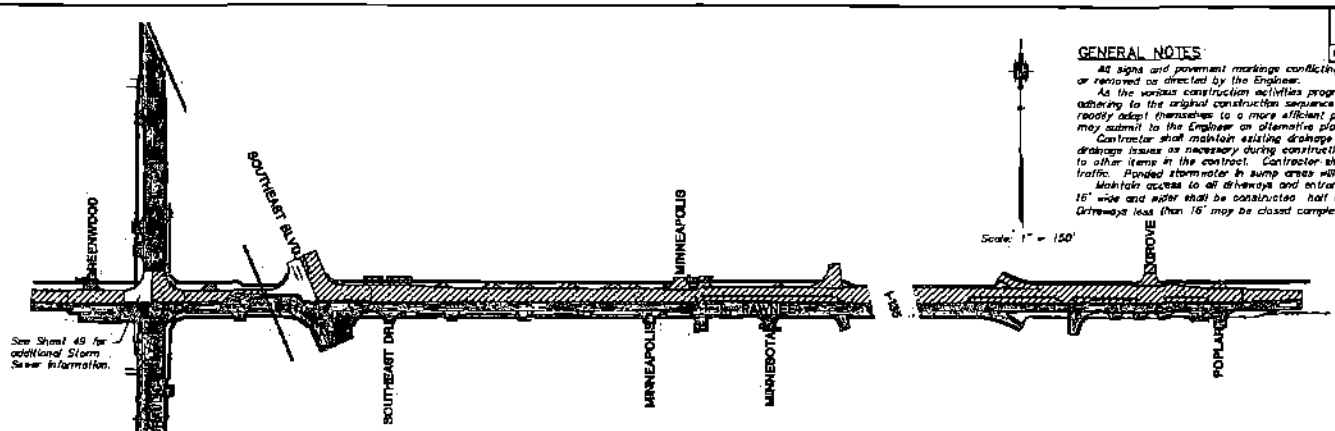
GENERAL NOTES

All signs and pavement markings conflicting with construction traffic control shall be covered or removed as directed by the Engineer.

As the various construction activities progress, certain situations may arise that will preclude adhering to the original construction sequence or which, in the opinion of the Contractor, would readily adapt themselves to a more efficient phasing operation. Should this occur, the Contractor may submit to the Engineer an alternative plan for approval.

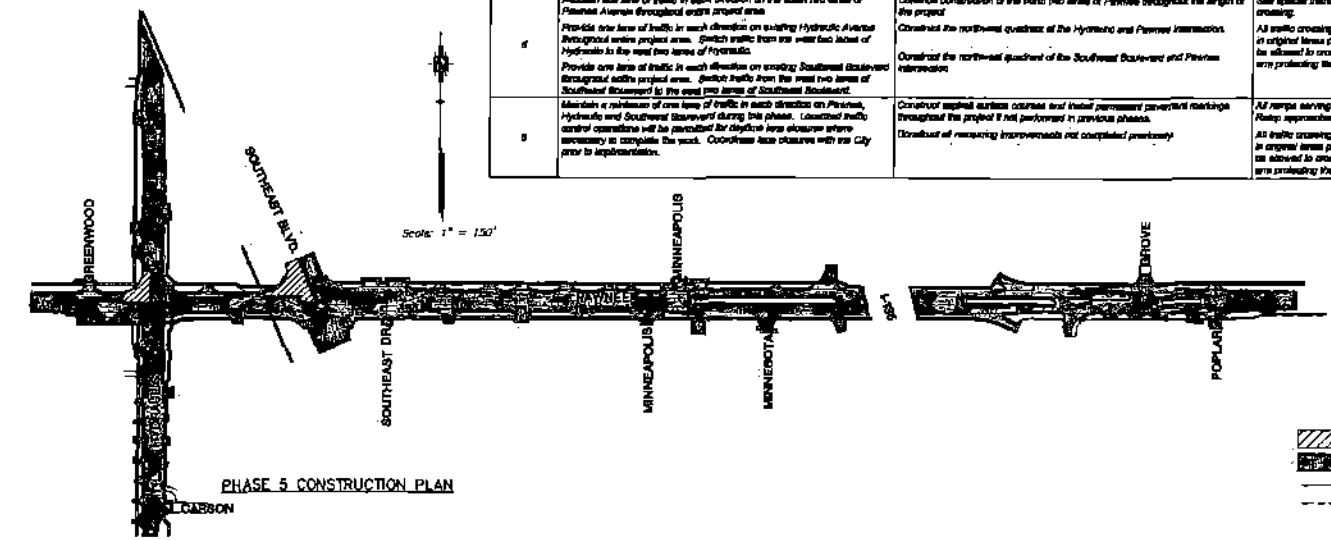
Contractor shall maintain existing drainage system during construction and address local drainage issues as necessary during construction. Temporary drainage measures will be subsidiary to other items in the contract. Contractor shall provide for drainage in sump areas opened to traffic. Ponded stormwater in sump areas will not be allowed.

Maintain access to all driveways and entrances within the project limits at all times. Driveways 16' wide and wider shall be constructed half at a time with the other half remaining open. Driveways less than 16' may be closed completely during construction.



PHASE 4 CONSTRUCTION PLAN

PHASING	HANDLING OF TRAFFIC	MAJOR CONSTRUCTION ITEMS	REMARKS
4	Provide one lane of traffic in each direction on existing Pawnee Avenue throughout entire project area. Switch traffic from the north two lanes of existing Pawnee to the newly constructed south two lanes. Maintain one lane of traffic in each direction on the west two lanes of Hydraulic throughout entire project area. Maintain one lane of traffic in each direction on the west two lanes of Southeast Boulevard throughout entire project area.	Construct the north two lanes and center lane of Pawnee throughout the length of the project. Construct northwest quadrant of the Hydraulic and Pawnee intersection. Construct the northeast quadrant of the Southeast Boulevard and Pawnee intersection	See special traffic control plan for traffic control at each railroad crossing. All ramps serving I-135 shall remain open at at least during construction. Ramp approaches may be constructed half at a time with traffic utilizing the other half. All traffic crossing the railroad tracks on Pawnee and on Hydraulic shall do so in original lanes provided for the direction of traffic. In no instance shall traffic be allowed to cross the railroad tracks without having a railroad signal crossing arm protecting the traffic lane being utilized.
4	Maintain one lane of traffic in each direction on the south two lanes of Pawnee Avenue throughout entire project area. Provide one lane of traffic in each direction on existing Hydraulic Avenue throughout entire project area. Switch traffic from the west two lanes of Hydraulic to the east two lanes of Hydraulic. Provide one lane of traffic in each direction on existing Southeast Boulevard throughout entire project area. Switch traffic from the west two lanes of Southeast Boulevard to the east two lanes of Southeast Boulevard.	Continue construction of the north two lanes of Pawnee throughout the length of the project. Construct the northwest quadrant of the Hydraulic and Pawnee intersection. Construct the northeast quadrant of the Southeast Boulevard and Pawnee intersection	See special traffic control plan for traffic control at the Hydraulic railroad crossing. All traffic crossing the railroad tracks on Pawnee and on Hydraulic shall do so in original lanes provided for the direction of traffic. In no instance shall traffic be allowed to cross the railroad tracks without having a railroad signal crossing arm protecting the traffic lane being utilized.
5	Maintain a minimum of one lane of traffic in each direction on Pawnee, Hydraulic and Southeast Boulevard during this phase. Localized traffic control operations will be permitted for daytime lane closures where necessary to complete the work. Coordinate lane closures with the City prior to implementation.	Construct asphalt surface courses and install permanent pavement markings throughout the project if not performed in previous phases. Construct all remaining improvements not completed previously	All ramps serving I-135 shall remain open at all times during construction. Ramp approaches may utilize half-closures with traffic utilizing the other half. All traffic crossing the railroad tracks on Pawnee and on Hydraulic shall do so in original lanes provided for the direction of traffic. In no instance shall traffic be allowed to cross the railroad tracks without having a railroad signal crossing arm protecting the traffic lane being utilized.



PHASE 5 CONSTRUCTION PLAN

LEGEND

- Under Construction This Phase
- Construction Completed
- Traffic Flow
- Traffic Flow during part of the phase

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-8400

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

CONSTRUCTION SEQUENCE SUMMARY

87 H-0387-01

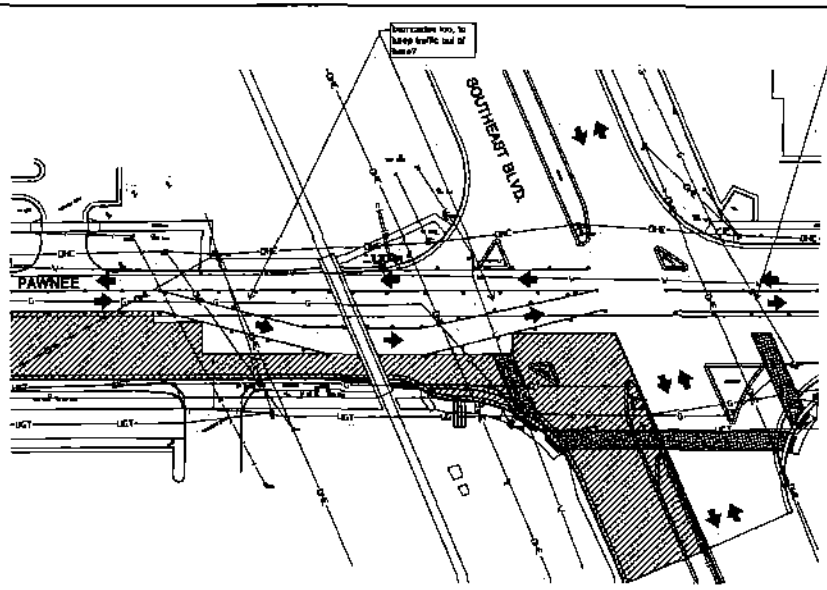
JRA
JSR
JRA

April 3, 2013

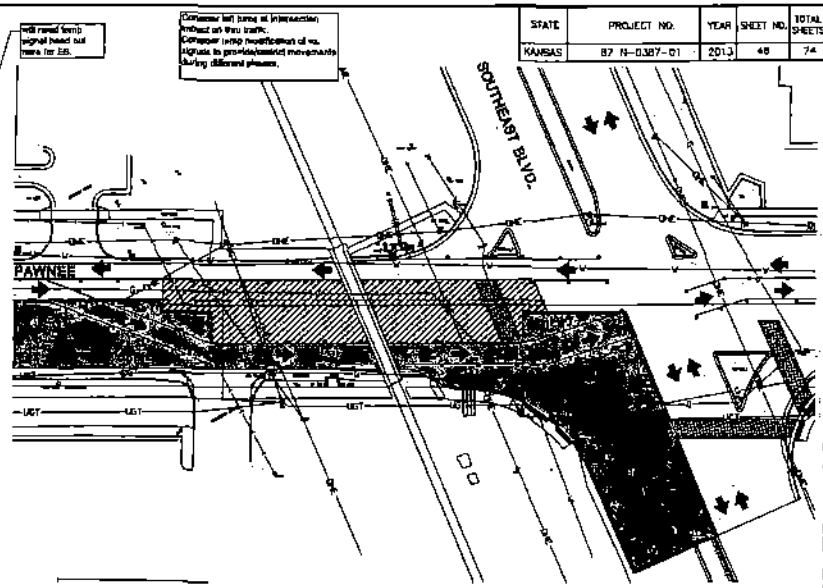
45 of 74

391

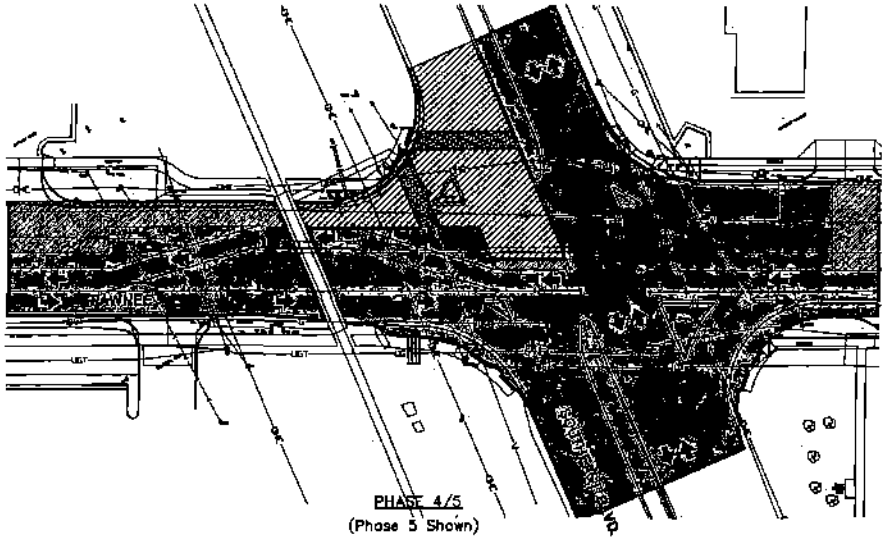
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 H-0387-01	2013	48	74



PHASE 2



PHASE 2B



PHASE 4/5
(Phase 5 Shown)

Scale: 1" = 30'

LEGEND

- Under Construction This Phase
- Construction Completed
- Traffic Flow

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

TRAFFIC CONTROL
PAWNEE AT
BNSF
RAILROAD CROSSING

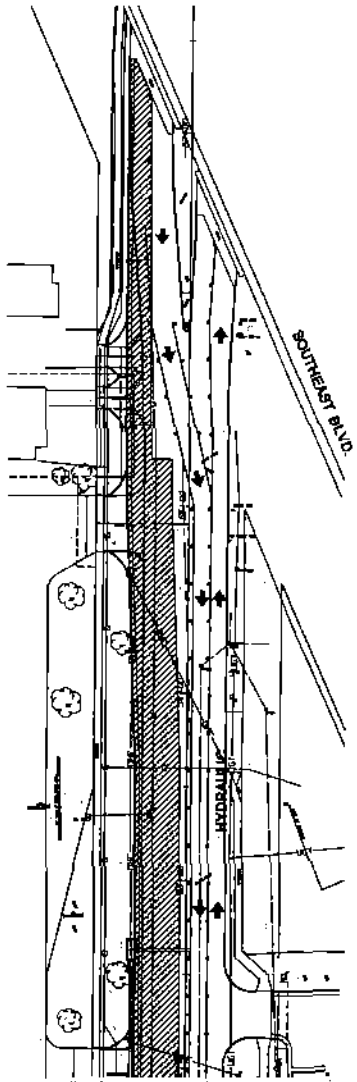
87 H-0387-01

JRH
JSB
JRH

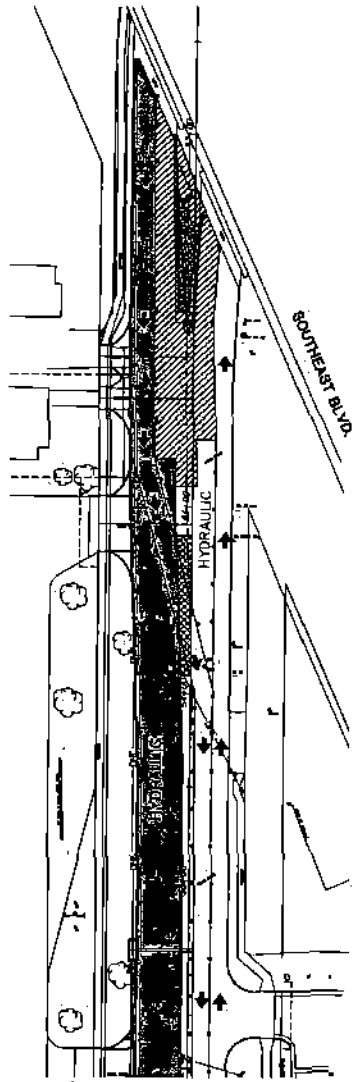
April 3, 2013

48 of 74

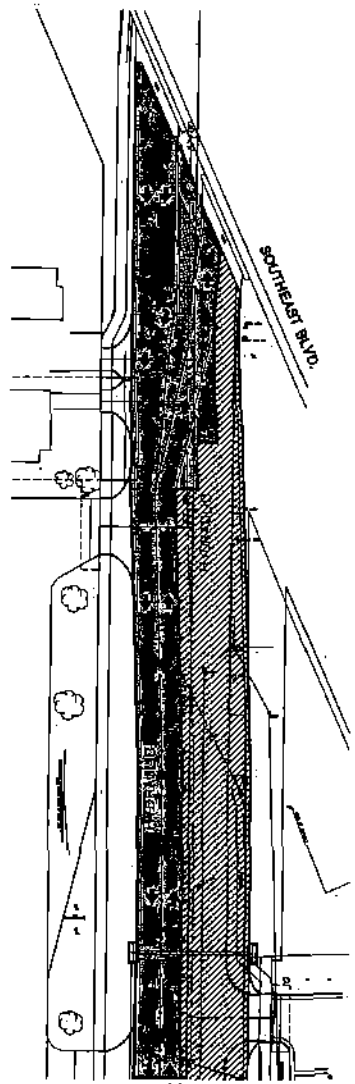
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	47	74



PHASE 2A



PHASE 2B



PHASE 3

Scale: 1" = 30'

LEGEND

- Under Construction This Phase
- Construction Completed
- Temporary Asphalt
- Traffic Flow

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-8600

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

TRAFFIC CONTROL
HYDRAULIC AT
BNSF
RAILROAD CROSSING

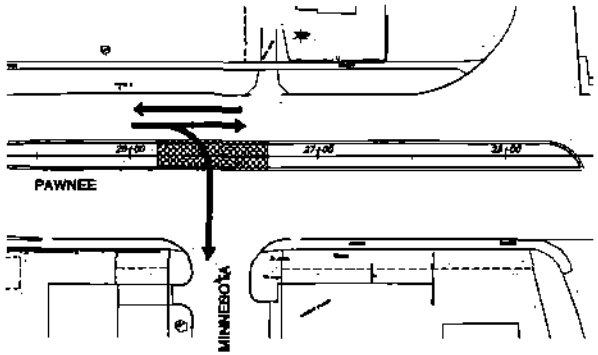
87 N-0387-01

JRA
JSB
JRA

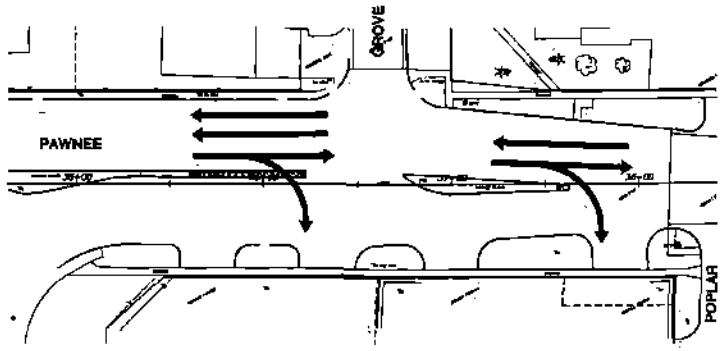
April 3, 2013

47 of 74

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	48	74



Sta. 26+00 Thru 27+00, PHASE 2, 3
(Existing Median Break at Minnesota)

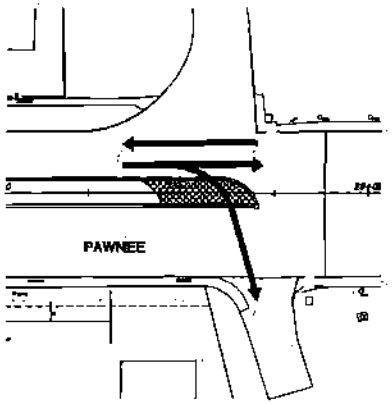


Sta. 35+00 Thru 38+00, PHASE 2, 3
(Private Entrances across from Grove)

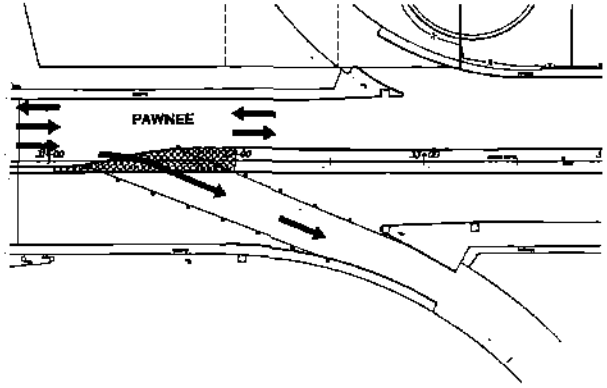
LEGEND

Median Removal and Temporary Asphalt Patch

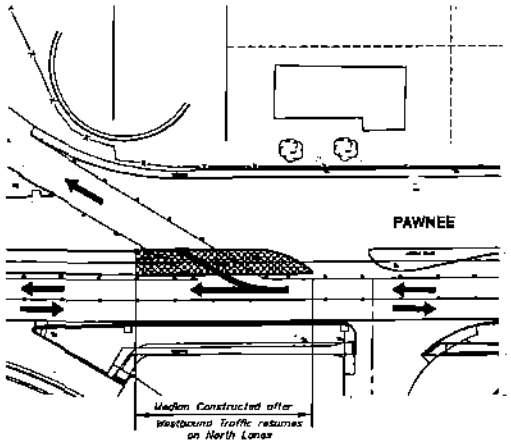
Scale: 1" = 30'



Sta. 27+50 Thru 28+50, PHASE 2, 3
(I-135 S.B. On-Ramp)



Sta. 31+00 Thru 33+00, PHASE 2, 3
(I-135 N.B. On-Ramp)



Sta. 33+00 Thru 34+50, PHASE 4, 5
(I-135 N.B. On-Ramp)

MKEC ENGINEERING CONSULTANTS, INC.
415 N. MOSS ROAD
WICHITA, KS. 67206
316 - 684 - 8200

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

TRAFFIC CONTROL MEDIAN CROSS-OVERS

PROJECT NO. 87 N-0387-01

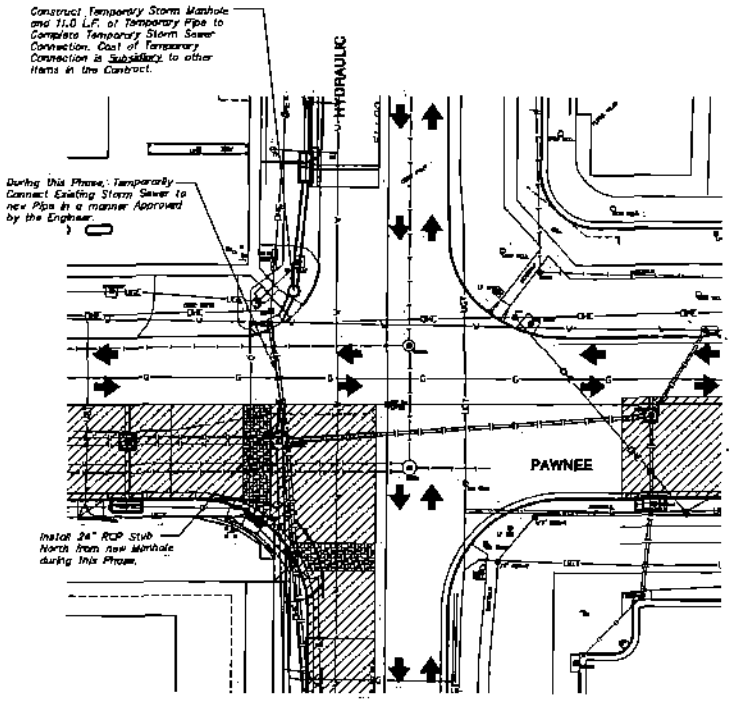
Approved JRL
Designed JSB
Checked JRA

Issued April 3, 2013

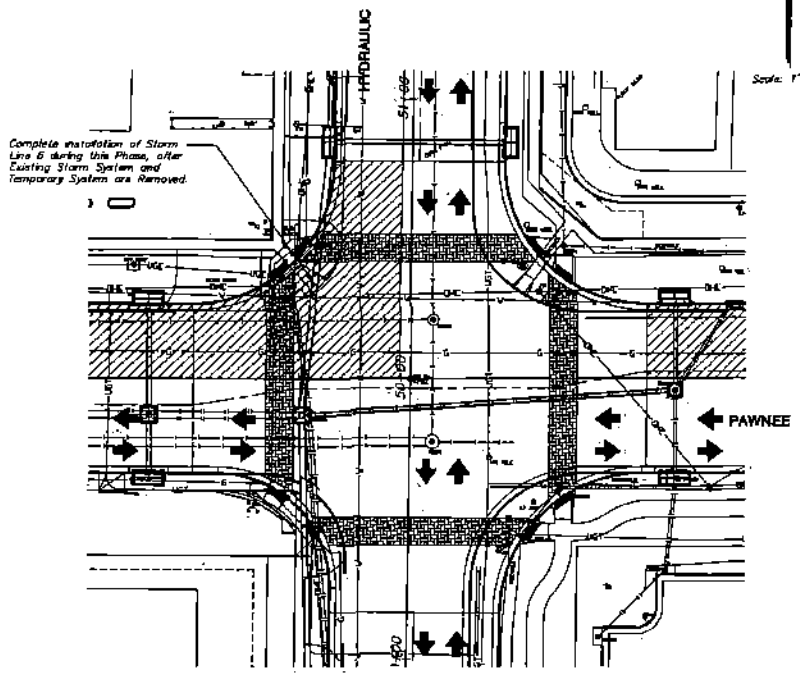
Sheet No. 48 of 74

394

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	87 N-0387-01	2013	49	74



PHASE 2 (STORM SEWER CONNECTION)



PHASE 5 (STORM SEWER CONNECTION)

Scale: 1" = 20'

LEGEND

Under Construction This Phase

Traffic Flow

MEKC DESIGN GROUP, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-686-9825

PAWNEE AVE. FROM HYDRAULIC TO POPLAR

TRAFFIC CONTROL STORM SEWER CONNECTION

87 N-0387-01

JBM
JCB
JRB

April 3, 2013

49 of 74

395

AUTHORITY FOR EXPENDITURE

LOCATION :	EAST CONNELL	LINE SEGMENT :	7400	AFE NUMBER :	
PLANITEM NUMBER :	228141000	MILEPOST :	214.954	RFA NUMBER :	5905916
PROPERTY OF :	BNSF RAILWAY COMPANY	DIVISION :	KS	CPAR NUMBER :	CR120016
OPERATED BY :	BNSF RAILWAY COMPANY	SUBDIVISION :	ARKANSAS CITY	BUDGET YEAR :	2016
JOINT FACILITY :	CITY OF WICHITA	TRACK TYPE :	S	BUDGET CLASS :	6
% BILLABLE (+/-) :	60.0	TAX STATE :	KS	REPORTING OFFICE :	711
		SPONSOR :	VP ENGINEERING	CENTER/ROLLUP :	29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP KSE DIV ARKANSAS CITY SUB LS 7400 MP 214.954 - BNSF LS RESPONSIBLE FOR $9770 – BNSF TO *COMPLETE 16 FT PANEL EXTENSION* ON WEST END OF CROSSING TO ACCOMMODATE SIDEWALK IMPROVEMENTS. BNSF IS RESPONSIBLE FOR $9770

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
228141000	7400	214.954	214.954	S	EAST CONNELL	EAST CONNELL	PUBLIC IMPROVEMENT PROJECT	2016

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	3,809	0	280	0	6,209	10,298
MATERIAL COSTS	3,712	81	0	0	5,761	9,554
OTHER COSTS	1,884	1	3	0	2,863	4,751
TOTALS	9,405	82	283	0	14,833	24,603

SYSTEM MAINTENANCE AND PLANNING
ESTIMATE REF. NUMBER: 5905916
COSTING DATE: 01/01/2016

PRINTED ON: 02/26/2016
ESTIMATED BY: JONES
PRINTED BY: JONES

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF WICHITA

LOCATION EAST CONNELL | DETAILS OF ESTIMATE | PLAN ITEM : 228141000 | VERSION : 4

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP KSE DIV ARKANSAS CITY SUB LS 7400 MP 214.954 - BNSF LS RESPONSIBLE FOR $9770

BNSF TO COMPLETE 16 FT PANEL EXTENSION ON WEST END OF CROSSING TO ACCOMMODATE SIDEWALK IMPROVEMENTS. BNSF IS RESPONSIBLE FOR $9770

REQUESTOR: KAMALAH YOUNG 10/12/15
UPDATE: PER NATASHA TAYLOR 10/29/15
UPDATE: PER KAMIE YOUNG 2/4/16
UPDATE: BNSF CONTRIBUTION $9770
PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
PLACE CROSS TIES - CAP	20.25	MH	659	
PLACE FIELD WELDS - CAP	32.0	MH	967	
REPLACE PUBLIC CROSSING - TOTAL REHAB	16.0	MH	456	
SURFACE TRACK - REPLACEMENT - CAP	24.0	MH	706	
UNLOAD BALLAST - REPLACEMENT - CAP	2.0	MH	57	
UNLOAD CROSS TIES - ADDITION - CAP	2.7	MH	88	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	8.0	MH	228	
PAYROLL ASSOCIATED COSTS			2,072	
DA OVERHEADS			2,778	
EQUIPMENT EXPENSES			1,760	
INSURANCE EXPENSES			527	
TOTAL LABOR COST			10,298	10,298
**********				
MATERIAL				
**********				
BALLAST, FOR GENERIC USE ONLY	25.0	NT **	221	
CLIP PANDROL PR601A F/PNDRL SHLDRS 1321, 6575, 5274	64.0	EA R*	203	
RAIL, TRANSN,141/132,BLANK ENDS, NEW TO 1/4 WORN	2.0	EA X	2,276	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	36.0	EA **	81	
TIE, TRK,10FT,PRE-PLATED, PANDROL, 6IN, ROUND	16.0	EA **	2,148	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	4.0	KT **	272	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	16.0	FT **	2,552	
CONCRETE XING RAMP AND PANEL RESTRAINT,	1.0	ST **	310	
MATERIAL HANDLING			390	
ONLINE TRANSPORTATION			419	
USE TAX			641	
OFFLINE TRANSPORTATION			41	
TOTAL MATERIAL COST			9,554	9,554
**********				
OTHER				
**********				
EQUIPMENT RENTAL	2.2	DAY	2,376	
TOTAL OTHER ITEMS COST			2,376	2,376
PROJECT SUBTOTAL				22,228
CONTINGENCIES				2,131
BILL PREPARATION FEE				244
GROSS PROJECT COST				24,603
LESS COST PAID BY BNSF				9,770
TOTAL BILLABLE COST				14,833

BNSF RAILWAY

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as **"Railway"** where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of roadway and sidewalk improvements at Pawnee Street and at the grade crossing DOT# 009 286B, Arkansas City, Wichita, Kansas.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for

damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Shawn Mellies
City of Wichita
455 N. Main Street
Wichita, KS 67202
316.268.4632

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify **City of Wichita** at 316-268-4632 and Railway's Manager Public Projects, telephone number (913) 551-4484 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file DOT# 009 286B.

- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and

calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the City of Wichita.

- **1.03.02** The Contractor must notify the Railway's Division Engineer Darin Martin at (913) 551- 4572 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

  - 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

  - **1.03.04** Upon completion of construction, the following clearances shall be maintained:

  - 25' Horizontally from centerline of nearest track.
  - 23' 6" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of Wichita** and must not be undertaken until approved in writing by the Railway, and until the **City of Wichita** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the City of Wichita

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of Wichita** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the

Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.bnsfcontractor.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster and BNSF third party contract flagging RailPros at bnsf@railprosfs.com** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's

position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

  - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

  - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

  - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

  - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

  - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

  - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

  - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

  - **1.05.03c** The cost of flagger services provided by the Railway will be borne by **City of Wichita's contractor**. The estimated cost for one (1) flagger is approximately between $800.00-$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and

holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is 28 freight trains per 24-hour period at a timetable speed 55 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.bnsfcontractor.com**, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**

- **1.06.10** Machines or vehicles must not be left unattended with the engine running.

Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (913-551-4275).** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA

regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

BNSF RAILWAY

BNSF RAILWAY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N) *(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- ☐ Contractor/safety sensitive (F)
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID: _____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to: Accident-Reporting.Center@BNSF.com**

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

BNSF RAILWAY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____ 2. Date: _____ Time: _____

County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ **SSN (required):** _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.): _____

12. Treatment:

- ☐ First Aid Only _____
- ☐ Required Medical Treatment _____
- ☐ Other Medical Treatment _____

13. Dr. Name: _____ Date: _____

14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

Railway File: DOT# 009 286B
Agency Project:

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 2016, with **City of Wichita, Kansas** for the performance of certain work in connection with the following project: **roadway and sidewalk improvements at Pawnee Street DOT# 009 286B, Arkansas City Subidivision, Wichita, Kansas**. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **City of Wichita, Kansas** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) **RELEASE OF LIABILITY AND INDEMNITY**

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $6,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of ***Railway***. If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify ***Railway*** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to ***Railway*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, ***Railway*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming ***Railway*** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify ***Railway*** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify ***Railway*** herein.

Failure to provide evidence as required by this section shall entitle, but not require, ***Railway*** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-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 Agreement. Damages recoverable by ***Railway*** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving ***Railway*** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, ***Railway*** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) **EXHIBIT "C" CONTRACTOR REQUIREMENTS**

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

5) **TRAIN DELAY**

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay are currently $382.20 per hour per incident. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative (Jeremy Willingham 316-284-3479 and BNSF Third Party Flagging Consultant- RailPros at bnsf@railprosfs.com) (6) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

_____	**BNSF Railway Company**
By: _____	By: _____
Printed Name: _____	Name: _____
Title: _____	Manager Public Projects

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

Agenda Item No. II-5b

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: South Central Kansas Library System Grants-in-aid Service Contract

INITIATED BY: Wichita Public Library

AGENDA: Consent

Recommendation: Approve the Contract.

Background: The South Central Kansas Library System is one of seven regional systems of cooperating libraries operating across the state of Kansas. The purpose of these regional systems is to ensure adequate library service to all residents of the state. Regional systems fulfill this mission by supporting the work of local public libraries through support services including continuing education, consulting, interlibrary loan lending and grant programs intended to offset the cost of extending library services to residents from outside the local taxing district.

Grants-in-aid funding to local libraries is provided annually through a formula distribution based on the population of the local library taxing district, as well as the proportional number of out of district account holders and the number of interlibrary loan lending transactions completed during the previous calendar year. Grants for continuing education, e-books reimbursement, technology purchases and programming are made available through competitive applications. During the past three years, the Wichita Public Library has received funding support from each of these grant programs.

Analysis: The South Central Kansas Library System Executive Committee has directed the implementation of service contracts for the grants-in-aid program. Wichita's proposed 2016 contract was reviewed and endorsed by the Library Board of Directors on May 17, 2016.

Financial Considerations: The Wichita Library's proposed 2016 service contract provides for a grants-in-aid award in the amount of $259,124. A first payment of $129,815 will be made upon submission of the signed service contract with a second payment in the amount of $129,309 to be provided prior to September 30, 2016. Grant funds are to be expended, encumbered or transferred by December 31, 2017 and must be used for library purposes only, with no administrative fees allowed.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Attachment: Contract

South Central Kansas Library System
2016 Grants-in-aid Service Contract

This contract is between the **South Central Kansas Library System**, referred to as SCKLS, and the **Wichita Public Library**, a participating member library in the SCKLS regional system of cooperating libraries and in accordance with Kansas Statutes Annotated 75-2547 through 75-2552.

The purpose of this contract is for SCKLS in cooperation with participating member libraries to provide adequate library services to all citizens of the south central region which includes the following counties-- Barber, Butler, Cowley, Harper, Harvey, Kingman, McPherson, Reno, Rice, Sedgwick, Stafford and Sumner-- and to extend library service to persons not having library service through a local and legally-established public library.

In accordance with Kansas Administration Regulation 54-1-18, the participating member library agrees to the provision for free service and to permit any citizen of the territory comprising SCKLS to borrow materials or receive services without charge and subject to reasonable library rules during the period from January 1, 2016 to December 31, 2016.

In exchange for the participating member library providing free service and permitting any citizen of the territory comprising SCKLS to borrow materials or receive services without charge and subject to reasonable library rules, SCKLS agrees to provide the participating member library:

(1) One grant-in-aid payment in the amount of $129,815 upon receipt of this signed service contract and prior to July 1, 2016; and
(2) Second grant-in-aid payment in the amount of $129,309 prior to September 30, 2016

Additional conditions of this grants-in-aid contract shall include the following:

(a) The annual grants-in-aid eligibility form shall be completed by the participating member library and received by SCKLS by April 15, 2016.
(b) Grants-in-aid funds must be used by the participating member library for library purposes only, with no administrative fees allowed, and funds shall be expended, encumbered or transferred within one-year of December 31, 2016.
(c) If sufficient annual tax funds are not received by SCKLS, this contract shall be void and any grants-in-aid payment obligation terminated.

By signing this contract, the representative of the **Wichita Public Library** represents that such person is duly authorized to execute this contract on behalf of the participating member library and the participating member library agrees to the above provisions.

Participating Member Library		South Central Kansas Library System
Signature:	_____	Paul Hawkins
Printed Name:	_____	Paul Hawkins, Director
Date:	_____	April 30, 2016

Approved as to form: Michael D. Ryan for Jennifer Magana 5/12/16 Date

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 2 for Improvements to 143rd Street East, Kellogg to Central (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Design Agreement No. 2.

Background: On July 15, 2014, the City Council approved an agreement with TranSystems Corporation for design of improvements to 143rd Street East, between Kellogg and Central. On April 21, 2015, the City Council approved the design concept. On May 19, 2015, the City Council approved Supplemental Agreement No. 1 to complete the design.

Agreement No.	Date Approved	Services Provided	Cost
Original	July 15, 2014	Original design services agreement for concept development	$35,000
No. 1	May 19, 2015	Complete approved design for widening 143rd from a two-lane to a five-lane roadway with two through lanes in each direction and a center two-way left turn lane, as well as curb and gutter	$214,680
		Design Fee to Date:	**$249,680**

Analysis: Final improvements will consist of widening 143rd Street from a two-lane to a five-lane roadway with two through lanes in each direction and a center two-way left turn lane, as well as curb and gutter, and drainage improvements. A six-foot wide sidewalk will be constructed on both sides of 143rd Street, with a pedestrian crossing at the north end of the project between Siefkin Street and the Kansas Turnpike Authority Bridge.

Construction is planned to begin in the spring of 2017 and be completed in the fall of 2017. One lane of southbound traffic will be carried throughout construction, except at the south end, just north of Kellogg, where traffic will be two-way from Kellogg to the commercial properties of QuikTrip and Integrity Auto Group.

At the time the original concept design agreement was approved, it was unclear the extent to which waterlines would be in conflict with the proposed improvements. As the design has progressed, staff has worked with the consultant to locate the waterlines to clearly identify those which are in conflict with the proposed improvements. The proposed agreement has been prepared for these additional services.

Financial Considerations: The design fee to date is $249,680. The cost of the additional services is $17,660, bringing the total design fee to $267,340. Supplemental Design Agreement No. 2 is for waterline relocation design work and is funded by the Water Utility. The existing budget includes $310,000 in general obligation bond funding. The project will be returned to the City Council at a later date for approval of construction funding.

Legal Considerations: Supplemental Design Agreement No. 2 has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Design Agreement No. 2 and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 15, 2014

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

TRANSYSTEMS CORPORATION

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated March 27, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **143RD STREET EAST, KELLOGG TO CENTRAL** (Project No.472-85195_636348).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Prepare additional design for waterline relocation due to conflict with the storm sewer (see Attached for details)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee as follows:

Waterline improvements (636348): $ 17,660.00

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Field check plans of the project for distribution to utilities by **September 19, 2016**.
(b) Office check plans by **November 28, 2016**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **December 28, 2016**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2016.

CITY OF WICHITA

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

TRANSYSTEMS CORPORATION

_____
(Name and Title)
BRETT A. LETKOWSKI, PE
SENIOR VICE PRESIDENT

EXHIBIT "C"
Supplemental #2 Scope of Services
143rd Street from Kellogg to Central Avenue
Water Line Design
Wichita, KS

PROJECT UNDERSTANDING

The general project improvements included in this supplemental as agreed upon by the city of Wichita and TranSystems Corporation include the design of 8" and 12" waterline improvements along 143rd Street from Kellogg to Central Avenue where the existing waterlines are in conflict with the proposed improvements for the road design project. Detailed below are the proposed water line improvements for 143rd Street:

- 12" Water Line:
  - Sta. 22+28.04 to Sta. 28+47.35, Lt.
  - Sta. 41+87.33 to Sta. 42+18.67, Lt.
  - Sta. 43+48.33 to Sta. 43+79.67, Lt.
  - Sta. 46+08.33 to Sta. 46+39.67, Lt.
  - Sta. 48+68.33 to Sta. 48+99.66, Lt.
  - Sta. 53+43.77 to Sta. 55+08.80, Lt.

- 8" Water Line:
  - Sta. 22+97.82, Lt. & Rt.
  - Sta. 28+30.12, Lt. & Rt.
  - Sta. 41+37.95, Lt. & Rt.
  - Sta. 57+47.51, Lt. & Rt.

- Long Services
  - Sta. 26+24.83, Lt. & Rt.
  - Sta. 41+32.95, Rt.

The following design assumptions were used to develop our design fee associated with this supplemental:

- City of Wichita Construction Specifications will be used as the governing specifications for the project and will be supplemented by Project Special Provisions as required;
- No additional topographic surveys will be required; existing survey and base mapping from our design for the 143rd Street roadway improvements will be utilized;
- No additional permits will be required for the waterline improvements on the project;
- All plan reviews will be completed by city of Wichita Staff and not by Kansas Department of Health and Environment (KDHE);
- No additional permanent right-of-way or construction easement legal descriptions or exhibits are required for the waterline improvements;
- Microstation V8i or later will be used for all of the CAD file creation to prepare the plans noted herein. TranSystems will convert the design files to the city's current Autocad version at the conclusion of the project;

	Eng III	Eng II	Tech. IV	Hours	Dollars
143rd Street Waterline					
Waterline Design	10	75	60	145	$ 14,750.00
Quantities		5	5	10	$ 980.00
QA\QC	10	5		15	$ 1,930.00
				Total =	**$ 17,660.00**

Project Design Fees

Discovery Phase (Original Contract) = $35,000
Supplemental #1 = $214,680
Supplemental #2 = $17,660

Total Fee = $267,340.00

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Change Order No. 7 for K-96 and Hoover Interchange (Districts V and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 7.

Background: On June 2, 2015, the City Council approved a change order limit adjustment for the K-96 and Hoover Interchange. The following change orders have been processed to date:

Number	Date	Provided	Cost
Original	March 3, 2015	Original construction contract.	$2,398,648
No. 1	March 18, 2015	Cleared the right-of-way line along 37th Street and along Hoover road to accommodate a new fence. Portions of existing fence were within the project construction limits and were removed with the project.	$15,748
No. 2	May 19, 2015	Removed chain link access control fence for Brooks Landfill and future Crystal Prairie Park along the westbound exit ramp and replaced with the Kansas Department of Health and Environment approved chain link fence.	$48,750
No. 3	July 7, 2015	Replaced chain link access control fence and entrance on 37th Street North to secure the adjacent property from trespassing.	$28,270
No. 4	October 6, 2015	Additional structures, pipe, grading work, crushed rock base, thickened edge concrete, and saw cut modification was necessary to fit the modified plan.	$194,768
No. 5	November 11, 2015	Extended conduit and installation of new junction box	$0
No. 6	April 18, 2016	Adjusted measured quantity paving items, reduced seeding cost, traffic control extension, and construction delay.	($602)
		Total change orders to date	$286,934
		Contract total to date	$2,685,582

Analysis: The proposed change order settles all final measurements for measured quantity bid items.

Financial Consideration: The cost of the proposed change order is $1,760, which brings the total contract amount to $2,687,342. Funding is available within the existing budget of $5,215,000, which was approved by the City Council on June 7, 2016, and is funded by general obligation at-large bonds and local sales tax funds.

Legal Considerations: The Law Department has reviewed and approved Change Order No. 7 as to form.

Recommendations/Actions: It is recommended that the City Council approve Change Order No. 7 and authorize the necessary signatures.

Attachment: Change Order No. 7.

4307

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

May 3, 2016

CHANGE ORDER

To: Cornejo & Sons, LLC.
Change Order No.: 7
Purchase Order No.: PO540193
CHARGE TO OCA No.: 706999

Project: K-96 & Hoover Interchange
Project No.: 472-84780
OCA No.: 706999/636310
PPN: 209464/774079

Please perform the following extra work at a cost not to exceed $1,760.00
Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

Additional Work: Adjust measured quantity paving items.

Reason for Additional Work: Adjust measured quantity paving items based on final field measurements.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
79	Water (Grading)(Set Price)	Bid	44 m gal	$40.00	$1,760.00

CIP Budget Amount:	**$6,040,000.00 (706999)** **$20,000.00 (636310)**	**Original Contract Amt.:**	**$2,398,647.83**
Consultant: PEC		**Current CO Amt.:**	**$1,760.00**
Exp. & Encum. To Date:	**$3,970,535.24**	**Amt. of Previous CO's:**	**$286,933.15**
		Total of All CO's:	**$288,693.15**
CO Amount:	**$1,760.00**	**% of Orig. Contract/ 8% Max.:**	**12.04%**
Unencum. Bal. After CO:	**$2,067,704.76**	**Adjusted Contract Amt.:**	**$ 2,687,340.98**

Recommended By:

Steve Degenhardt, P.E. — Date 05/05/16
Construction Division Manager

Approved:

Gary Janzen, P.E. — Date 05/12/16
City Engineer

Approved:

Contractor — Date 5/10/2016

Approved

Alan King — Date 6-1-16
Director of Public Works & Utilities

Approved as to Form:

for Jennifer Magaña — Date 5/23/16
City Attorney and Director of Law

By Order of the City Council:

Jeff Longwell — Date
Mayor

Attest:
City Clerk

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Change Order No. 7 for Amidon, from 21st Street North to 29th Street North (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 7.

Background: On May 5, 2015, the City Council approved a change order limit adjustment for Amidon from 21st to 29th Streets North. The following change orders have been processed to date:

Change Order	Date Processed or Approved	Provided	Cost
Original	January 6, 2015	Original construction contract.	$6,698,958
No. 1	February 17, 2015	Additional tree removed and modified manhole.	$12,037
No. 2	March 16, 2015	Installation of temporary traffic signal video detection and sanitary sewer encasement.	$13,428
No. 3	March 19, 2015	Installation of fire hydrant on the south side of 24th Street. Installation of bends on water lines No. 4 and No.5 and removal of concrete encasement on existing 18” sanitary sewer at 25th Street.	$13,415
No. 4	March 30, 2015	Installation of additional waterline fitting and removal of abandoned steel gas line, move existing waterline 4 feet, and change inlet type.	$9,424
No. 5	July 27, 2015	Provide electrical services for signals at Twin Lakes, extensions on stormwater manholes, adjust storm sewer in conflict with existing waterline, lower waterline at 25th Street that conflicts with sanitary sewer, removed concrete encasement on existing sanitary sewer, install concrete encasement on existing sanitary sewers, adjustment to sanitary sewer manhole at 25th and Amidon, modify sanitary sewer manhole.	$38,364
No. 6	October 6, 2015	Reconstruct driveway at 2705 North Amidon, install ADA compliant button on traffic signal poles, install safety bollard at Twin Lakes intersection, adjust existing fire hydrants, provide temporary water service at 2600 North Amidon, lower existing waterline at Marigold and Amidon, and remove concrete encasement on existing sanitary sewer.	$26,377

		Total change orders to date	$113,045
		Contract total to date	$6,812,003

Analysis: The proposed change order settles all final measurements for paving and waterline bid items. Turn lane movement pavement markings and signs are needed in order to comply with Manual on Uniform Traffic Control Devices requirements and a sidewalk is needed for access to pedestrian push buttons to meet Americans with Disability Act requirements.

Financial Considerations: The cost of the change order is $31,581, which brings the total contract amount to $6,843,584. Funding is available in the existing budget of $8,270,000, approved on January 6, 2015, and is funded by general obligation bonds.

Legal Considerations: The Law Department has reviewed and approved the change order as to form.

Recommendations/Actions: It is recommended that the City Council approve Change Order No. 7, and authorize the necessary signatures.

Attachments: Change Order No. 7.

4298

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

April 18, 2016

CHANGE ORDER

To: Cornejo & Sons, LLC
Change Order No.: 7
Purchase Order No.: PO540008

Project: Amidon – 21st N. to 29th N.
Project No.: 472-84914
OCA No.: 707023, 636306, 620718
PPN: 210488, 774075, 664023

CHANGE ORDER TOTAL: $31,580.57
Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

TOTAL CHARGE TO OCA No.: 707023
Please perform the following extra work at a cost not to exceed ($24,967.43)

TOTAL CHARGE TO OCA No.: 636306
Please perform the following extra work at a cost not to exceed $56,548.00

CHARGE TO OCA No.: 707023
Please perform the following extra work at a cost not to exceed ($31,420.85)

Additional Work: Adjust measured quantity paving bid items.
Reason for Additional Work: Adjust measured quantity bid items for paving work based on final field measurements.

(707023)

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
67	Driveway Concr. Pvmt(8") (Reinf.)(AE)	Bid	2248 sf.	$6.00	$13,488.00
68	Sidewalk Concr. (5")	Bid	(621 sf.)	$3.50	($2,173.50)
69	Sidewalk Concr. (4")	Bid	(1,357 sf.)	$3.25	($4,410.25)
70	Sidewalk Protection Curb	Bid	487 lf.	$20.00	$9,740.00
71	AC Temp Pvmt. (6" AC on 5" Crushed Rock Base)	Bid	463 sy.	$46.00	$21,298.00
72	AC Pvmt (Variable), (0"-2")	Bid	(1 ton)	$100.00	($100.00)
73	Concr. Drive, Sidewalk &AC Pkg Lot Removed (outside R/W)	Bid	978 sy.	$3.00	$2,934.00
74	Inlet Underdrain	Bid	(331 lf.)	$17.50	($5,792.50)
75	SWS Pipe Removed	Bid	(86 lf.)	$10.00	($860.00)
76	SWS Structure Removed	Bid	(9 ea.)	$300.00	($2,700.00)
77	MH Adjusted (SS or SWS)	Bid	2 ea.	$700.00	$1,400.00
78	Monitoring Well Adjusted	Bid	(1 ea.)	$500.00	($500.00)
79	Fill, Sand (Flushed & Vibrated)	Bid	41 lf.	$8.00	$328.00
80	Shrub Removed	Bid	(14 ea.)	$125.00	($1,750.00)
82	BMP, Curb Inlet Protection	Bid	(9 ea.)	$55.00	($495.00)
83	BMP, Erosion Control Blanket	Bid	(967 sy.)	$0.80	($773.60)
84	BMP, Construction Entrance	Bid	(1 ea.)	$1,000.00	($1,000.00)
85	Portable Changeable Electr. Message Sign	Bid	(14 day)	$50.00	($700.00)
120	AC Pvmt (6"), Temporary – SWS	Bid	(1,006 sy)	$59.00	($59,354.00)
				TOTAL =	($31,420.85)

CHARGE TO OCA No.: 707023
Please perform the following extra work at a cost not to exceed $1,694.34

Additional Work: Install turn lane movement pavement markings and signs.
Reason for Additional Work: "Right lane must turn right" signs and solid white pavement markings for mandatory turn lane movements are needed to comply with MUTCD requirements.

(707023) Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
New	Pavement Markings & Signs	Negot'd	1 LS	$1,694.34	$1,694.34

CHARGE TO OCA No.: 707023
Please perform the following extra work at a cost not to exceed $4,759.08

Additional Work: Add sidewalk at pedestrian push buttons for ADA requirements.
Reason for Additional Work: Additional sidewalk needs constructed at 21th Street, 25th Street, and New Leaf intersections for access to pedestrian push buttons to meet ADA requirements.

(707023) Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
New	ADA sidewalk work at 21st Street	Negot'd	1 LS	$1,959.33	$1,959.33
New	ADA sidewalk work at 25th Street	Negot'd	1 LS	$1,604.00	$1,604.00
New	ADA sidewalk work at New Leaf	Negot'd	1 LS	$1,195.75	$1,195.75
					TOTAL = $4,759.08

CHARGE TO OCA No.: 636306
Please perform the following extra work at a cost not to exceed $56,548.00

Additional Work: Adjust measured quantity waterline bid items
Reason for Additional Work: Adjust measured quantity bid items for waterline work based on final field measurements.

(636306) Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
86	Pipe, WL 4"	Bid	(55 lf.)	$48.00	($2,640.00)
87	Pipe, WL 4", DICL	Bid	(14 lf.)	$120.00	($1,680.00)
88	Pipe, WL 6", DICL	Bid	44 lf.	$145.00	$6,380.00
89	Pipe, WL 8"	Bid	31 lf.	$60.00	$1,860.00
90	Pipe, WL 8", DICL	Bid	(16 lf.)	$120.00	($1,920.00)
91	Pipe, WL 12"	Bid	38 lf.	$68.00	$2,584.00
92	Pipe, WL 12" (DICL) (RJ)	Bid	(25 lf.)	$140.00	($3,500.00)
97	Fire Hydrant Removed (plug tee)	Bid	1 ea.	$440.00	$440.00
99	Connect to Existing 4" Main	Bid	(2 ea.)	$1,200.00	($2,400.00)
102	Connect to Existing 12" Main	Bid	(2 ea.)	$1,330.00	($2,660.00)
103	Service Relocated, 1"	Bid	50 ea.	$1,000.00	$50,000.00
104	Service Relocated, 2"	Bid	(2 ea.)	$3,000.00	($6,000.00)
105	Water Meter Box Adjustment	Bid	(40 ea.)	$200.00	($8,000.00)
107	Fill, Sand (Flushed & Vibrated)	Bid	297 lf.	$6.00	$1,782.00
108	AC Pvmt (6"), Temporary	Bid	378 sy.	$59.00	$22,302.00
					TOTAL = $56,548.00

CIP Budget Amount:	**$8,270,000.00 (707023)** **$408,548.00 (636306)** $295,000.00 (620718)	Original Contract Amt.:	$6,698,957.80
Consultant: Ruggles & Bohm (707023) **Total Exp. & Encum. To Date:** **CO Amount:** **Unencum. Bal. After CO:**	 $8,131,148.95 ($24,967.43) $163,818.48	**Current CO Amt.:** **Amt. of Previous CO's** **Total of All CO's:** **% of Orig. Contract / 2% Max.:** **Adjusted Contract Amt.:**	$31,580.57 $113,044.84 $144,625.41 2.16% $6,843,583.21
(636306) **Total Exp. & Encum. To Date:** **CO Amount:** **Unencum. Bal. After CO:**	 $322,216.84 $56,548.00 $29,783.16		

Recommended By:

04/28/16

Steve Degenhardt, P.E. — Date
Construction Division Manager

Approved:

Gary Janzen, P.E. — 04/29/16 Date
City Engineer

Approved:

Zhi Li, PM — 4/29/2016
Contractor Cornejo & Sons LLC — Date

Approved

5-10-16

Alan King — Date
Director of Public Works & Utilities

Approved as to Form:

05/09/16

for Jennifer Magaña — Date
City Attorney and Director of Law

By Order of the City Council:

Jeff Longwell — Date
Mayor

Attest:
City Clerk

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Public Exigency-Emergency Replacement of the Roof at 2220 East 21st Street North (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the public exigency for emergency replacement of the roof at 2220 East 21st Street North, as defined under City Code, Section 2.64.020(a).

Background: The building at 2220 East 21st Street North, located at the northeast corner of East 21st Street North and Opportunity Drive, was developed as a life skill training facility and daycare. The facility is a 19,798 square foot, single-story facility on an 115,852 square foot site. It is currently being leased out by the City. The roof is past its 20-year life expectancy and from July 2, 2015 until February 23, 2016, the roof was patched 12 times and required repair each time it rained.

Analysis: The bid process and contract award was expected to take six to eight weeks. Spring rains were anticipated in that time. Additional leaking would lead to significant additional costs to repair the facility. Due to the continuing problems, maintenance staff requested quotes to replace the roof membrane from three contractors. Staff recommended accepting the proposal from AP Roofing and Specialty Coatings of $111,407 based on the lowest bid.

On February 23, 2016, the City Manager approved this project as a public exigency for emergency roof replacement. Purchasing contracted AP Roofing and Specialty Coatings for replacement of the roof.

Financial Considerations: AP Roofing and Specialty Coatings provided a not-to-exceed cost of $111,407 for the roof replacement. This project is complete and was paid from operating funds in Property Management.

Legal Considerations: City Code 2.64.020(a), "Public Exigency," authorizes the Purchasing Manager to negotiate purchase without public bid in cases of emergencies designated and approved by the City Manager.

Recommendation/Action: It is recommended that the City Council affirm the City Manager's Public Exigency approval of the project, approve the expenditure and authorize the necessary signatures.

Attachments: Memo, proposal from AP Roofing and Specialty Coatings, and City Code 2.64.020.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO:	Robert Layton, City Manager
THROUGH:	Alan King, Director of Public Works & Utilities ADK
FROM:	Jay Newton, Fleet & Facilities Superintendent JN
DATE:	February 23, 2016
SUBJECT:	Public Exigency -- Emergency Replacement of the Roof at 2220 E. 21st

From 7/2/15 until the present the roof at 2220 E. 21st street has been patched 12 times. The roof is past its 20-year life expectancy and needs to be repaired each time it rains. A timeline of work completed to date is attached.

Due to the continuing problems, staff requested quotations to replace the roof membrane from several contractors. Staff recommends accepting proposal from AP Roofing and Specialty Coatings of $111,407. Funding is proposed to be from Property Management – Operations. Inspection of the project would be performed by Public Works & Utilities, Fleet & Facilities.

The bid process and contract award is expected to take six to eight weeks. Spring rains are anticipated in that time. Additional leaking would lead to significant additional costs to repair the facility. By proceeding now it is hoped these cost can be avoided.

I request that you declare this a Public Exigency, which is defined under City Code, Section 2.64.020(a), as an instance when public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

Robert Layton, City Manager

Timeline

- 7/2/15 -- Buckley Roofing inspected the roof on behalf of Eby Construction and the tenant, FLC. Buckley stated in their inspection report that there were patches from 2013 that appear to be holding, and that there was damage from when the mechanical units were vandalized, but the roof appeared to have 2-5 years of life remaining. They recommended a full roof replacement using Ethylene Propylene Diene Monomer (EPDM) rubber roofing 20 year warranty material at a cost of $159,923. Buckley also noted that the current roof system is Carlisle fully adhered 45 mil reinforced EPDM rubber roofing over 2.1 ISO insulation.
- 7/15/15--Facilities staff inspected the roof drains and unplugged those that were plugged.
- 8/20/15--Roof Mechanics inspected the roof and stated that the roof appeared to be sound enough to patch/repair as needed.
- 9/15/15--Roof Mechanics patched the roof at a cost of $2,149.
- 11/17/15--Tenant reported that there were a few minor roof leaks into the building.
- 11/24/15--Facilities staff patched the roof in several spots.
- 11/30/15--Tenant reported that the roof was leaking badly. Property Management contacted Roof Mechanics but they couldn't respond until 12/1/15. Facilities contacted AP Roofing & Specialty Coatings and they were able to respond immediately.
- 11/30/15--AP Roofing patched 78 small holes in the roofing membrane and took a core sample for further analysis. These holes appear to be older and most likely occurred when the roof mounted mechanical units were vandalized, as many of the holes were in the areas of the units. The fix has been reliable, however it is unlikely they were able to find every hole.
- 12/1/15--Analysis of the core sample indicated the roofing membrane does not have a recovery board and is glued directly to plywood.
- 1/7/16--AP Roofing went out to patch following precipitation.
- 1/9/16--AP Roofing went out to patch following precipitation.
- 1/21/16--AP Roofing went out to patch following precipitation.
- 2/2/16--Facilities staff went out to patch following precipitation.

AP Roofing and Specialty Coatings

Proposal

AP Roofing and Specialty Coatings
602 N DeFonte
Kingman, KS 67068
620.532.1076

City of Wichita
Jim Clark
jclark@wichita.gov

December 1, 2015

Reference: Cessna Building, 2220 E 21st St, Wichita

AP Roofing and Specialty Coatings are pleased to provide our quote to furnish and install the necessary material, labor, and equipment to the above referenced project as clarified herein.

Option #1 – Good

1. Install 190 sq ½" wood fiber & .060 TPO	$ 66,500.00
2. Remove & replace walls	$ 17,552.00
3. Remove & reset metal coping cap	$ 5,225.00
4. Remove & replace 10 drains	$ 1,500.00
5. Remove & replace 10 scuppers	$ 1,500.00
6. Reflash 12 HVAC	$ 4,500.00
7. Install 399' crickets & drains	$ 7,980.00
Subtotal:	$ 104,757.00

Option #2 – Better

1. Tear off EPDM, remove & replace wet polyiso – 190 sq, Install 190 sq ½" wood fiber & .060 TPO	$ 73,150.00
2. Remove & replace walls	$ 17,552.00
3. Remove & reset metal coping cap	$ 5,225.00
4. Remove & replace 10 drains	$ 1,500.00
5. Remove & replace 10 scuppers	$ 1,500.00
6. Reflash 12 HVAC	$ 4,500.00
7. Install 399' crickets & drains	$ 7,980.00
Subtotal:	$ 111,407.00

Option #3 – Best

1. Tear off EPDM – 190 sq		$ 9,500.00
2. Install 2" polyiso, ½" wood fiber, and .060 TPO		$ 114,000.00
3. Remove & replace walls		$ 17,552.00
4. Remove & replace metal coping cap		$ 14,358.00
5. Remove & replace 10 drains		$ 1,500.00
6. Remove & replace 10 scuppers		$ 1,500.00
7. Reflash 12 HVAC		$ 4,500.00
8. Install 399' crickets & drains		$ 7,980.00
	Subtotal:	$ 170,890.00
Extra: Option to install 4" polyiso to make R-25		$ 19,000.00
	Subtotal (with option):	$ 189,890.00

Thank you,

Larry Booze
316.641.0717
larrybooze@pixius.net

Aaron Parsons
620.532.6086
aparsons@aparsonspainting.com

We Propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of
$_____

Payment to be made as the following:
☐ Full upon completion ☐ _____on signing and _____% upon completion
☐ Other_____

In addition to the warranties and fitness for use, Contractor warrants, after completion, that the workmanship shall be free of defects for one year, excluding material or equipment covered by a manufacturer's warranty. If any defect is discovered within the warranty period, Owner must notify Contractor in writing. At Contractor's option, and within 14 days after receiving notice, Contractor shall take action to repair or replace the defective work at no cost to owner, refund a reasonable amount, or explain why denial of service in writing. Only the work Contractor provides will be covered under warranty. This warranty from the Contractor excludes errors, omissions or defects in documents, products, materials or services provided by the Owner or other not under Contractor's control. The Contractor shall not be responsible for damage due to Owner's misuse, negligence, improper or insufficient maintenance, or acts of nature. Any alteration or deviation from above specifications involving extra costs will be performed only after all parties have signed written change orders, the work will become an extra charge over and above the estimate, and it will be payable by Owner upon completion of the change order work. All change orders will become part of this agreement. If Owner fails to pay any amount when due, then any undue balance will accrue interest at 18% per annum. If Contractor pursues collection actions to recover payment on this agreement then Owner shall be responsible to pay for reasonable attorney fees and costs of Contractor in addition to the payment due under this agreement. The completion of work specified above or change order may be delayed by strikes, unavailable materials, acts of nature, weather, Owner's actions, change orders, owner's failure to pay according to payment schedule or actions or circumstances beyond Contractor's control. Owner is required to carry "all risk" and other necessary insurance. Contractor represents that its employees are fully covered by worker's compensation insurance. Payment will be made out as outlines above. If any part of this agreement is not valid under Kansas law that part will be ineffective but the remainder of the agreement shall remain in full force and effect.

AP Roofing and Specialty Coatings, By:_____ Title:_____
NOTE: This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Owner:_____ Signature:_____
title
Date of Acceptance:_____ Signature: _____
title

Agenda Item No. II-10

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of $20,000 as a full settlement of the claim and lawsuit, and adopt the bonding resolution.

Background: This lawsuit arises from a motor vehicle accident with a City Public Works' vehicle occuring on March 4, 2015.

Analysis: The claimant/plaintiff and her insurance company have agreed to accept a lump sum payment of $20,000 as full settlement of all their claims against the City of Wichita. Due to the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is available from the City's Self Insurance Fund. Finance is directed to make any budget adjustments required and to issue any general obligation bonds, as necessary, to provide for payment of the approved settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of $20,000. The bonding resolution has been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council authorize payment of $20,000 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the bonding resolution.

Attachment: Bonding resolution.

RESOLUTION NO. 16-165

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO FUND A CIVIL LITIGATION SETTLEMENT.

WHEREAS, K.S.A. 75-6113 (the "Act") provides that payment of any judgments, compromises or settlements for which a municipality is liable pursuant to K.S.A. 75-6101 *et seq.*, and amendments thereto, may be made from any funds or moneys of the municipality which lawfully may be utilized for such purpose or if the municipality is authorized by law to levy taxes upon property such payment may be made from moneys received from the issuance of no-fund warrants, temporary notes or general obligation bonds, provided that warrants or temporary notes issued shall mature serially at such yearly dates as to be payable by not more than 10 tax levies and any bonds shall be issued in accordance with the provisions of the general bond law and shall be in addition to and not subject to any bonded debt limitation prescribed by any other law of the state of Kansas; and

WHEREAS, the City of Wichita, Kansas (the "City"), is a municipality within the meaning of the Act; and

WHEREAS, the governing body of the City has heretofore approved a certain Settlement Agreement relating to an incident occurring on March 4, 2015, involving a City of Wichita Public Works vehicle, under which Settlement Agreement the City is liable pursuant to K.S.A. 75-6101 *et seq.* to pay a settlement in the amount of $20,000 and related expenses (the “Settlement”); and

WHEREAS, the governing body of the City hereby finds and determines it to be necessary to authorize the issuance of general obligation bonds of the City to finance the Settlement and related costs.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Financing. The City is hereby authorized to issue general obligation bonds (the "Bonds") pursuant to the authority of the Act in an amount necessary to pay the costs of the Settlement, plus interest on interim financing and associated financing costs. Bonds may be issued to reimburse Settlement expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

SECTION 2. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on June 21, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana
City Attorney and Director of Law

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Partial Loan Forgiveness Request, Home Repair Program (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the partial loan forgiveness request, subject to the sale closing within 90 days with no less than a $15,000 payment remitted to the City; and authorize the necessary signatures.

Background: The Housing and Community Services Department provides loans for home repair and/or rehabilitation assistance through the Home Repair program. In most cases, the loans are zero-interest with deferred payments. Loans can be provided for as little as $500 for emergency assistance needs and for as much as $35,000 for whole-house rehabilitation. The current program design was implemented in 2006, and provides for forgiveness of Emergency Assistance and Minor Home Repair deferred loans of less than $5,000, after a period of five years. Deferred loans of amounts between $5,000 and $35,000 provided for whole-house rehabilitation are partially forgiven after a period of five years.

Analysis: Between March 12, 1996 and June 6, 1996, two deferred payment loans in the total amount of $17,500 were extended to Leola Mayo, owner of a single-family residence located at 2438 N. Grove, to finance home repair and rehabilitation needs. The loans are secured by mortgages on the property and include no forgiveness provisions. Leola Mayo is now deceased and Rebecca Sullivan is the Administrator of the estate.

According to the Sedgwick County Appraiser, the value of the property with improvements is $34,900, and it is designated to be in "Average +" condition. A licensed real estate broker recently inspected the property and determined the value to lie within the range of $25,000 and $27,000, as reflected in a report entered into the district court record. The report further reflects that the home is in need of new roofing, guttering, siding and paint, in addition to door and door jamb repairs. The report also reflects that a large overgrown tree should be removed and that the concrete patio at the rear of the home has several large cracks.

Ms. Sullivan has received an offer of $25,000 for the property and wishes to proceed with the sale. Ms. Sullivan's attorney has requested that the City forgive $2,500 of its outstanding loans and accept $15,000 of the proceeds from the sale, in exchange for release and satisfaction of its mortgage liens.

Financial Considerations: Under the proposed arrangement, the net proceeds of the sale, following payment of associated costs including the listing fee, the appraisal, closing fees, title insurance, and pro-rated taxes, are estimated to be $22,299. Ms. Sullivan's attorney has indicated that there is currently $9,053 in outstanding attorney fees and expenses in connection with administering the estate, evicting a relative that is occupying the property without authorization, court costs and administrator's fees. Ms. Sullivan's attorney estimates that an additional $2,500 in additional attorney fees and expenses will be incurred prior to settlement of the estate but has agreed to write off the balance of the fees and costs that cannot be paid from the proceeds of the sale, following payment to the City. Upon closing of the

proposed sale, the City will receive payment in the amount of $15,000, forgiving $2,500 of its outstanding loans, and the balance of the net proceeds in the amount of $7,299 will be remitted to Ms. Sullivan's attorney, to offset the outstanding legal expenses and costs. The $15,000 payment will become program income and be recycled into the HOME Investment Partnerships entitlement grant. The General Fund is not impacted by this transaction.

Legal Considerations: Upon receipt of the net proceeds and forgiveness of outstanding loans, the City will prepare documents necessary to release the mortgage liens on the property, to be filed of record by the closing agent.

Recommendations/Actions: It is recommended that the City Council approve the partial loan forgiveness request, subject to the sale closing within 90 days with no less than a $15,000 payment remitted to the City, and authorize the necessary signatures.

Attachments: None.

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

SUBJECT: Contract Amendment with Center of Hope, Inc.

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract amendment and authorize the necessary signatures.

Background: The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 created the Emergency Solutions Grant (ESG) program. Eligible activities in the ESG program include homeless assistance, homeless prevention, rapid re-housing, and homeless management information system administration. On May 5, 2015, the City of Wichita allocated $21,105 from the 2015-16 ESG allocation for prevention activities, and entered into a contract with Center of Hope, Inc. for the implementation of the ESG homeless prevention program. Under the terms of the contract, the performance period is July 1, 2015 to June 30, 2016. Center of Hope, Inc. has requested an amendment to the contract to extend the performance period through December 31, 2016.

Analysis: Homeless prevention is a required component of the Emergency Solutions Grant program, and Center of Hope provides this service in the community. Extending the contract period will allow Center of Hope to fully utilize the funding allocated for this activity and provide homeless prevention assistance for 25 families.

Financial Considerations: This contract is funded by federal assistance through the ESG program and there is no impact to the General Fund.

Legal Considerations: The Law Department has approved the contract revisions as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract amendment and authorize the necessary signatures.

Attachment: Center of Hope Contract Amendment

First Amendment to the
Contract Agreement between
The City of Wichita Housing and Community Services Department and
Center of Hope, Inc.

THIS CONTRACT AMENDMENT is executed this 14th day of June, 2016 by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and the Center of Hope, Inc., (hereinafter called the Subrecipient).

WITNESSETH THAT:

WHEREAS, on May 5, 2015, the City of Wichita allocated $21,105 from the 2015-16 annual ESG allocation for the purpose of homeless prevention activities; and

WHEREAS, Center of Hope, Inc. was determined to meet sole source standards for administering the ESG homeless prevention program; and

WHEREAS, on July 1, 2015, the above named entities were parties to a Contract Agreement with the caption as above set out and which details an award in the amount of $21,105; and

WHEREAS, on June 14, 2016, the above named parties now wish to amend said Contract for the purposes of extending the performance period through December 31, 2016; and

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of July, 2015 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- Part A, Section 2.1, Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period ending **December 31, 2016.**
- Part A, Section 2.2, Close-out period: Final accomplishment and outcome reports are due to the City by **January 31, 2017.**
- Part A, Section 2.3, Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on **January 31, 2017**.
- Part A, Section 3.8, Closeout Reimbursement: Closeout billings are to be submitted by **January 31, 2017**.
- Part A, Section 10.5, Final Accomplishment Reports: The final report will be due **January 31, 2017,** or the date of final reimbursement, whichever is sooner
- Part B, Performance Period: July 1, 2015 through **December 31, 2016**.
  Contract Period: July 1, 2015, through **January 31, 2017.**

SUBRECIPIENT

George Dinkel
Center of Hope, Inc.

CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and
Director of Law

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
MAY 2016

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Ammunition, 9mm	5/31/2017	Accuracy, Inc. dba Ultramax Ammunition	Police	6/2/2015 - 5/31/2016	1 - 1 year option
Bricks	5/31/2017	Lusco Brick & Stone Co.	Public Works & Utilities	6/1/2015 - 5/31/2016	1 - 1 year option
Guard Service for the Wichita Intervention Program	5/31/2017	Smart Security, Inc.	Municipal Court	6/1/2014 - 5/31/2015	2 - 1 year options
Intervention Program Facility (Wichita)	5/31/2017	Davis BW LLC DBA Best Western Wichita North	Municipal Court	6/1/2014 - 5/31/2015	2 - 1 year options
Janitorial Services - Water Distribution	5/31/2017	Able Janitorial, Inc.	Public Works & Utilities	6/19/2014 - 5/31/2015	Last option
Liquid Oxygen	5/31/2017	Lampton Welding Supply	Public Works & Utilities	6/1/2014 - 5/31/2015	Last option
Manhole & & Inlet Frames & Covers (Stormwater) - Group 3	5/31/2017	Deeter Foundry, Inc.	Public Works & Utilities	6/2/2015 - 5/31/2016	1 - 1 year option
Manhole & Inlet Frames & Covers (Sanitary Sewer)	5/31/2017	Deeter Foundry, Inc.	Public Works & Utilities	11/10/2015 - 5/31/2016	1 - 1 year option
Manhole & Inlet Frames & Covers (Stormwater) - Group 2	5/31/2017	Wichita Winwater Works Co.	Public Works & Utilities	6/2/2015 - 5/31/2016	1 - 1 year option
Manhole Frames & Covers (Stormwater) - Group 1	5/31/2017	HD Supply Waterworks LTD	Public Works & Utilities	6/2/2015 - 5/30/2016	1 - 1 year option
Meter Box Rings, Lids & Risers	5/31/2017	Hajoca Corporation	Public Works & Utilities	6/3/2014 - 5/31/2015	Last option
MRI (Magnetic Resonance Imaging Services)	5/31/2017	Heartland Open MRI LLC dba AMI Allied Medical Imaging	Finance	6/1/2013 - 5/31/2014	1 - 1 year option
Paint - Supply Exterior and Interior	5/31/2017	PPG Architectural Finishes, Inc. dba Porter Paint	Public Works & Utilities	6/3/2014 - 5/31/2015	Last option
Pest Control - Various	5/31/2017	Reliable Pest Management	Various	6/1/2015 - 5/31/2016	1 - 1 year option
Sand & Gravel: Fill Sand & Delivery - Group 1; Mason Sand & Delivery - Group 3; Limestone Rock AB-3 (Grey) & Delivery -Group 11; Fill Dirt & Delivery - Group 21	5/31/2017	Pearson Construction, LLC	Various	6/1/2014 - 5/31/2015	Last option
Sand & Gravel: Fill Sand Only - Group 2; Mason Sand Only - Group 4	5/31/2017	Associated Material & Supply Company, Inc.	Various	6/1/2014 - 5/31/2015	Last option
Sand & Gravel: Limestone Rock AB-3 (Grey) Only - Group 13; Crushed Limestone (Severy) Grey/Brown Hard Durable & Delivery - Group 17; Crushed Limestone (Severy) Grey/Brown Hard Durable (Only) - Group 18	5/31/2017	Martin Marietta Materials	Various	6/1/2014 - 5/31/2015	Last option
Sand & Gravel: Pea Gravel & Delivery (Unwashed) - Group 8; Limestone Rock AB-3 (Cream) & Delivery - Group 12; Mud Balls & Delivery - Group 15; Top Soil & Delivery - Group 19	5/31/2017	A-Plus Logistics, LLC	Various	6/1/2014 - 5/31/2015	Last option
Sand & Gravel: Road Gravel & Delivery - Group 5; Road Gravel Only - Group 6; Pea Gravel & Delivery (Washed) - Group 7; Pea Gravel Only (Washed) - Group 9; Limestone Rock AB-3 (Cream) Only - Group 14; Mud Balls Only - Group 16; Top Soil Only - Group 20; Fill Dirt Only - Group 22; Top Soil & Delivery (Shredded/Pulverized) - Group 23; Top Soil Only (Shredded/Pulverized) - Group 24	5/31/2017	Cornejo Materials, LLC	Various	6/1/2014 - 5/31/2015	Last option
Translation and Interpreter Services	5/31/2017	Foreign Language Interpreter Services, Inc.	Municipal Court	6/1/2012 - 5/31/2013	Last option

Tree Trimming, Pruning & Removal Service	5/31/2017	Arbor Masters Tree Service, Inc.	Housing & Community Services	6/1/2014 - 5/31/2015	Last option
Window Cleaning Services - Airport	5/31/2017	EH Technical Solutions, Inc.	Airport Authority	6/1/2015 - 5/31/2016	1 - 1 year option

PROFESSIONAL CONTRACTS UNDER $50,000
MAY 2016

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Professional Engineering Consultants	PO640468	Electrical Engineering	3,500.00		
Engineering Consulting	PO640486	Engineering Consulting	30,400.00		

ANNUAL MAINTENANCE CONTRACTS OVER $50,000
DIRECT PURCHASE ORDERS FOR MAY 2016

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

Second Reading Ordinances for June 14, 2016 (first read on June 7, 2016)

A. ZON2016-00013 - Zone Change Request from SF-5 Single-family Residential (SF-5) to LC Limited Commercial (LC), Generally Located Approximately 660 Feet North of West Maple Street, Along the West Side of South Tyler Road. (District V)

ORDINANCE NO. 50-258

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

B. Nuisance Abatement Assessments, Lot Clean Up.

ORDINANCE NO. 50-259

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

C. *ZON2016-00015 – Zone Change from SF-5 Single-family Residential to LC Limited Commercial, Generally Located North of West Maple Street on the West Side of South Seneca Street, 333 South Seneca Street. (District IV)

ORDINANCE NO. 50-260

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

D. *ZON2016-00016 – City Zone Change from Single-Family Residential to Two-Family Residential on Property Generally Located on the East Side of North Arkansas Avenue and North of West 27th Street North. (District VI)

ORDINANCE NO. 50-261

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita
City Council Meeting
June 14, 2016

TO: Mayor and City Council

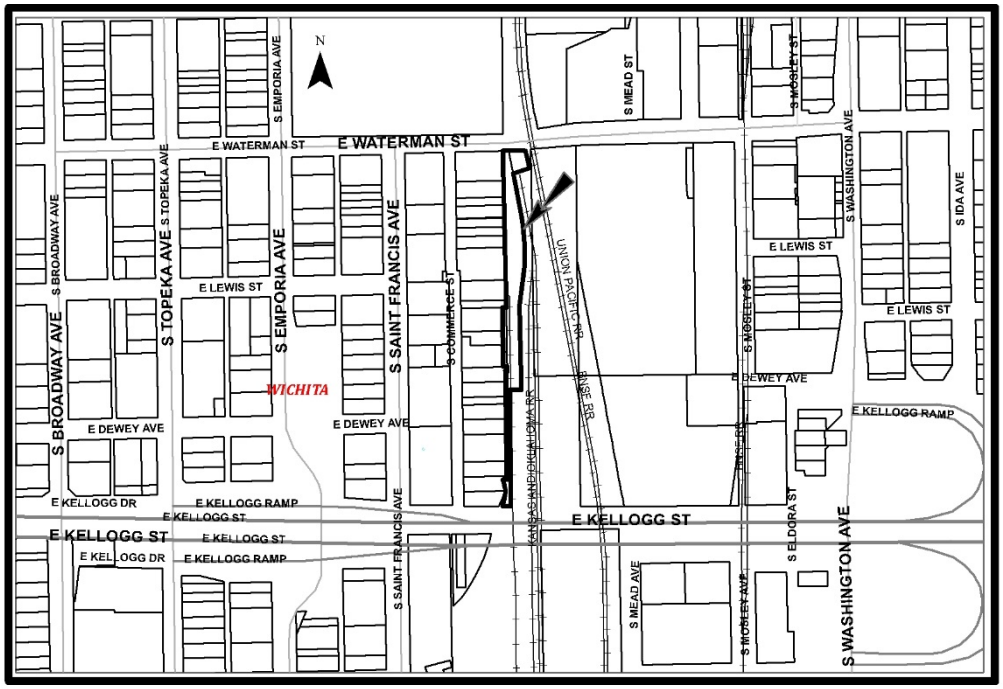
SUBJECT: SUB2015-00030 -- Plat of Commerce District Parking Addition Located on the South Side of East Waterman Street, East of South Broadway Avenue (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)



Background: The site consists of 13 lots on 1.21 acres. A zone change (ZON2015-00018) has been approved from Limited Industrial (LI) to Central Business District (CBD).

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Maintenance Agreement and Declaration of Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Temporary Construction Easement.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Maintenance Agreement and Declaration of Covenant and Temporary Construction Easement as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures for approval.

Attachments: Maintenance Agreement and Declaration of Covenant
Temporary Construction Easement

MAINTENANCE AGREEMENT AND
DECLARATION OF COVENANT

THIS MAINTENANCE AGREEMENT AND DECLARATION OF COVENANT (this "Agreement") is made and entered into effective as of this 1st day of JUNE, 2016, by and among THE FINN LOFTS, LLC, a Kansas limited liability company ("Finn Lofts"), HAYS PARTNERS II, LLC, a Kansas limited liability company ("Hays Partners II"), MANHATTAN QUADS, LLC, a Kansas limited liability company ("Manhattan Quads"), and WICHITA BINDERY, INC., a Kansas corporation ("Wichita Bindery") (each party to this Agreement is individually referred to herein as an "Owner", and all parties to this Agreement are collectively referred to herein as the "Owners").

WITNESSETH:

WHEREAS, each Owner individually is the owner of a certain tract of real property located in the Commerce District Parking Addition to the City of Wichita, Sedgwick County, Kansas, said tracts being more thoroughly described in Exhibit A attached hereto and incorporated herein by reference (collectively the "Reserves");

WHEREAS, the Owners have designated each Reserve for public purposes to the extent set forth in the Plat of the Commerce District Parking Addition to the City of Wichita, Sedgwick County, Kansas (the "Plat") and, in exchange for such designation and Platting, the City of Wichita, Kansas, a Kansas municipal corporation (the "City"), has agreed to construct the following improvements on the Reserves (each such improvement is individually referred to herein as an "Improvement", and all such improvements are collectively referred to herein as the "Improvements"): (i) a paved roadway on Reserves 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, A, B, C, D, E, F, G, and H and portion of Reserve I (the "Roadway"); (ii) paved space for public parking on Reserves 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, and A (the "Public Parking Space"); (iii) an underground public surface water drainage system that will be located under Reserves 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, and 10A, together with surface inlets (the "Drainage System"); and (iv) other incidental or necessary improvements related to the foregoing; and

WHEREAS, the City has required, in connection with the construction of the Improvements, that the Owners maintain the Roadway, Public Parking Space, other Improvements, and Drainage System as set forth in the Plat but the Owners desire to establish a

binding covenant applicable to the Reserves which reflects the terms and conditions under which each Owner agrees to maintain and share the cost of maintenance of the Reserves and the Roadway, Public Parking Space, other Improvements, and the Drainage System located thereon or thereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties understand and agree as follows:

1. Acknowledgment of Easement. The Owners hereby acknowledge and agree that, pursuant to the Plat and as necessary to complete the Improvements the City and its respective employees, agents, and contractors shall have access to the Reserves for the purposes of planning, paving, and constructing the Improvements. No Owner shall hinder, impede, or interfere with the City's rights or ability to construct the Improvements.

2. Maintenance of Improvements. Upon the City's completion of the construction of the Improvements, the Owners agree to maintain the Improvements in good condition, order, and repair in a manner and with such frequency as is consistent with good property management and as is necessary for the Improvements to serve the function for which it or they were originally designed and constructed.

3. Repair Notices. To the extent any Owner is of the reasonable belief that any portion of the Improvements is or are not functioning in accordance with its design and/or is in need of repair and/or maintenance, such Owner shall obtain the written opinion of an engineer or contractor setting forth the nature and extent to which the Improvement is in need of repair and/or maintenance and the costs for the same (the "Engineer's Report") and provide a copy of the same to the Owners along with a notification of the date and time of a meeting of the Owners to be held in Wichita, Kansas during normal business hours (the "Meeting Notice"). The meeting shall not be scheduled to be held earlier than ten (10) days after the Meeting Notice nor later than thirty (30) days after the Meeting Notice. At the time and place set forth in the Meeting Notice, the Owners shall appear in person (including via electronic attendance to the extent arranged by the Owner seeking to appear electronically) or by written proxy delivered to all Owners at the commencement of the meeting (the "Meeting"). At the Meeting, the Owners shall discuss the nature and extent of the repairs reflected in the Engineer's Report and, by a majority vote of the Owners (majority is determined based on the number of Owners present at such Meeting and not on square footage of Reserves), the Owners shall determine the course of action to be taken (which may include, but is not limited to, deferral of work, obtaining bids, or further studies or investigation being conducted); provided, however, to the extent an Owner is of the reasonable belief that repair or maintenance work is required in order to prevent injury to a person or damage (or further damage) to property, such Owner may immediately undertake to have such repair or maintenance work conducted and shall pay all invoices and costs for such repair and maintenance work immediately upon conclusion of the same (the "Costs").

4. Joint Ownership and Liability for Repairs. To the extent any Reserve is owned in joint tenancy or tenancy in common or some other form of joint ownership, such joint owners shall be represented at such meeting by only one (1) owner but each such joint ownership party shall be jointly and severally liable for all obligations associated with the Reserve in which they

have any ownership interest. Each Owner (or if a Reserve has more than one Owner then all such Owners of such Reserve) shall be responsible for such Owner's "proportionate share" (hereafter defined) of all necessary maintenance, repair work, and Costs, and shall make payment within thirty (30) days after being invoiced for the same; provided, however, if such repair and maintenance work was conducted without a majority vote, then any Owner invoiced for the Costs shall have the right to contest the necessity and amount of the Costs and/or the repair and maintenance work by providing a written objection to the Owner which submitted the invoice within twenty (20) days after the date of such invoice and absent such timely written objection, the invoice and work shall be deemed approved by a non-objection Owner. All amounts invoiced shall bear interest at the rate of 9% per annum commencing on the 20th day after the date such invoice is sent. For the purposes of Section 4 and 5, "proportionate share" shall be determined based on the square footage of the Reserve owned by each Owner. Any dispute among the Owners may be resolved by litigation and the prevailing party shall be entitled to recover reasonable legal fees, costs, and expenses of such litigation.

5. City's Rights. Notwithstanding the rights and obligations of the Owners noted in this Agreement, in the event the City determines that repair to the Improvements is necessary or warranted, then the City or its contractors may enter upon the Reserves for the purpose of completing necessary repairs and maintenance to the improvements and the City and its contractors are granted an easement as necessary to conduct such repair and maintenance. Prior to undertaking any repairs or maintenance, the City shall send written notice to the Owners advising the Owners of the nature and extent of any repairs or maintenance that is warranted. If the Owners have failed to undertake good faith efforts to coordinate the repair and maintenance work within sixty (60) days after the City's notice and/or the Owners have failed to commence the repair and maintenance work within ninety (90) days after the City's notice, the City (and its contractors) shall be authorized to complete any repairs or maintenance which are necessary and invoice the costs incurred to the Owners who shall be responsible for their proportionate share. If an Owner fails to remit payment to the City within thirty (30) days of the rendering of an invoice, the amount due by such Owner shall be considered an assessment against the appropriate Reserve of such Owner and shall be considered a lien thereon and be treated in the same manner as a special assessment.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The duties, obligations, covenants, and agreements of the parties to this Agreement shall run with the land and be binding upon all subsequent owners of the Reserves subject to the terms hereof. This Agreement shall become binding upon the parties hereto immediately upon execution by all parties. Immediately upon execution by all parties, this Agreement shall be recorded in the Sedgwick County Register of Deeds Office.

7. Notices. Any notice required or permitted by this Agreement must be in writing and shall be deemed to have been given and received: (a) if delivered in person, when delivered to the address of the intended recipient; (b) if sent via Federal Express or similar overnight courier, when delivered to the address of the intended recipient; or (c) if mailed, on the third (3rd) business day after deposit in the United States mail, certified or registered mail, return receipt requested, postage prepaid. In every case, any such notice must be addressed using the

address of the intended recipient as reflected on the tax statements for the applicable Reserve as generated and maintained by the Sedgwick County Treasurer and/or Appraiser's Office and, if no such address exists, then notice may be published in the official Sedgwick County newspaper and shall be effective on the tenth (10th) day after first publication.

8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas, regardless of any conflict-of-law rules to the contrary.

9. Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which together shall constitute a single agreement. Further, this Agreement may be executed by the parties by facsimile signature or by electronic mail signature, such that the execution of this Agreement by facsimile signature or by electronic mail signature shall be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.

12. Amendment. This Agreement may not be amended, waived, discharged, or terminated, except by a written instrument signed by all of the parties hereto and duly recorded in the Sedgwick County Register of Deeds Office.

13. Plat Obligations. The Plat specifically sets forth the parties who are responsible for maintenance of Improvements. Notwithstanding the provisions of such Plat, the parties hereto (other than the City) agree that such maintenance and repair duties and obligations as required or set forth in the Plat as to the Improvements shall be shared among the Owners as set forth herein. Nothing herein is intended to override the uses of the specific properties as set forth in the Plat.

[*Signature Page Follows*]

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

"FINN LOFTS":

The Finn Lofts, LLC,
a Kansas limited liability company

By: _____
David Farha, Operating Partner

"HAYS PARTNERS II":

Hays Partners II, LLC,
a Kansas limited liability company

By: _____
Thomas B. Bowles, Member

"MANHATTAN QUADS":

Manhattan Quads, LLC,
a Kansas limited liability company

By: _____
Trevor Wooten, Member

"WICHITA BINDERY":

Wichita Bindery, Inc.,
a Kansas corporation

By: _____
John C. Marshall, President

Approved as to form:

_____
Jennifer Magaña, City Attorney and Director of Law

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing MAINTENANCE AGREEMENT AND DECLARATION OF COVENANT was acknowledged before me on this 1st day of June, 2016, by DAVID FARHA, as the Operating Partner of THE FINN LOFTS, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the foregoing MAINTENANCE AGREEMENT AND DECLARATION OF COVENANT, and duly acknowledged the execution of the same in such capacity on behalf of such entity.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Judith M. Terhune
Notary Public

JUDITH M. TERHUNE
Printed Name

My appointment expires:
11-7-17

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing MAINTENANCE AGREEMENT AND DECLARATION OF COVENANT was acknowledged before me on this 1 day of June, 2016, by Thomas B. Bowles, as Member of HAYS PARTNERS II, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the foregoing MAINTENANCE AGREEMENT AND DECLARATION OF COVENANT, and duly acknowledged the execution of the same in such capacity on behalf of such entity.

NOTARIAL SEAL KANSAS
MICHAEL FRENCH
Notary Public - State of Kansas
My Appointment Expires
1-19-19

NR
Notary Public

Michael L. French
Printed Name

My appointment expires:
1-19-19

2013280
Version 7a

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing MAINTENANCE AGREEMENT AND DECLARATION OF COVENANT was acknowledged before me on this 1st day of June, 2016, by Trevor Wooten, as Member of MANHATTAN QUADS, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the foregoing MAINTENANCE AGREEMENT AND DECLARATION OF COVENANT, and duly acknowledged the execution of the same in such capacity on behalf of such entity.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Judith M. Terhune
Notary Public

JUDITH M. TERHUNE
Printed Name

My appointment expires:
11-7-17

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing MAINTENANCE AGREEMENT AND DECLARATION OF COVENANT was acknowledged before me on this 1 day of June, 2016, by John C. Marshall, as President of WICHITA BINDERY, INC., a Kansas corporation, who is personally known to me to be the same person who executed the foregoing MAINTENANCE AGREEMENT AND DECLARATION OF COVENANT, and duly acknowledged the execution of the same in such capacity on behalf of such entity.

NOTARIAL SEAL KANSAS
MICHAEL FRENCH
Notary Public - State of Kansas
My Appointment Expires
1-19-19

Notary Public

Michael L. French
Printed Name

My appointment expires:
1-19-19

EXHIBIT A

Legal Description

Reserves 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, A, B, C, D, E, F, G, H and I, Commerce District Parking Addition to the City of Wichita, Sedgwick County, Kansas

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 1ST day of JUNE, 2016 by and between the THE FINN LOFTS, LLC, a Kansas limited liability company, HAYS PARTNERS II, LLC, a Kansas limited liability company, MANHATTAN QUADS, LLC, a Kansas limited liability company, and WICHITA BINDERY, INC., a Kansas corporation herein collectively referred to as "Grantors", and the City of Wichita, KS, a municipal corporation, successors and assigns, herein referred to as "Grantee".

WITNESSETH: That the said Grantors, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said Grantee a temporary right-of-way and easement for the purpose of performing paving, storm water drainage work, and parking lot installation and associated site work over, along and under the real estate described situated in Sedgwick County, Kansas, described on Exhibit A attached hereto and incorporated herein by this reference.

The Grantee by accepting and utilizing the rights set forth herein hereby covenants and agrees to indemnify, protect, and save harmless the Grantors and their officers, directors, members, stockholders, and managers, and their successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses caused by or arising out of the use of the premises by the Grantee, its employees, successors and assigns.

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of performing the paving, storm water drainage work, and parking lot installation and associated site work for a period not to exceed two years from the date above written or three months of the completion of the project, whichever is sooner.

IN WITNESS WHEREOF: Grantors have signed these presents the day and year first written.

The Finn Lofts, LLC,
a Kansas limited liability company

By: _____
David Farha, Operating Partner

Hays Partners II, LLC,
a Kansas limited liability company

By: _____
Thomas B. Bowles, Member

Manhattan Quads, LLC,
a Kansas limited liability company

By: _____
Trevor Wooten, Member

Wichita Bindery, Inc.,
a Kansas corporation

By: _____
John C. Marshall, President

2112968 v2

Approved as to form:

Jennifer Magaña, City Attorney and Director of Law

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing TEMPORARY CONSTRUCTION EASEMENT was acknowledged before me on this 1st day of June, 2016, by DAVID FARHA, as the Operating Partner of THE FINN LOFTS, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the foregoing TEMPORARY CONSTRUCTION EASEMENT, and duly acknowledged the execution of the same in such capacity on behalf of such entity.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Notary Public

JUDITH M. TERHUNE
Printed Name

My appointment expires:
11-7-17

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing TEMPORARY CONSTRUCTION EASEMENT was acknowledged before me on this 1 day of June, 2016, by Thomas B. Bowles, as Member of HAYS PARTNERS II, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the foregoing TEMPORARY CONSTRUCTION EASEMENT, and duly acknowledged the execution of the same in such capacity on behalf of such entity.

NOTARIAL SEAL KANSAS
MICHAEL FRENCH
Notary Public - State of Kansas
My Appointment Expires 1-19-19

Notary Public

Michael L. French
Printed Name

My appointment expires:
1-19-19

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing TEMPORARY CONSTRUCTION EASEMENT was acknowledged before me on this 1st day of June, 2016, by Trevor Wooten, as Member of MANHATTAN QUADS, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the foregoing TEMPORARY CONSTRUCTION EASEMENT, and duly acknowledged the execution of the same in such capacity on behalf of such entity.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Judith M. Terhune
Notary Public

JUDITH M. TERHUNE
Printed Name

My appointment expires:
11-7-17.

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing TEMPORARY CONSTRUCTION EASEMENT was acknowledged before me on this 1 day of June, 2016, by John c. Marshall, as President of WICHITA BINDERY, INC., a Kansas corporation, who is personally known to me to be the same person who executed the foregoing TEMPORARY CONSTRUCTION EASEMENT, and duly acknowledged the execution of the same in such capacity on behalf of such entity.

MICHAEL FRENCH
Notary Public - State of Kansas
My Appointment Expires 1-19-19

Notary Public

Michael L. French
Printed Name

My appointment expires:
1-19-19

EXHIBIT A

Legal Description

Reserves 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, A, B, C, D, E, F, G, H and I, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 Commerce District Parking Addition to the City of Wichita, Sedgwick County, Kansas