



The City of Lee's Summit
Final Agenda
Finance and Budget Committee

Monday, May 8, 2017
5:00 PM
City Council Chambers
City Hall
220 SE Green Street
Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENTS
5. BUSINESS
 - A. [2017-1166](#) Approval of Minutes from FBC meeting April 24, 2017.
 - B. [TMP-0465](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.
 - C. [TMP-0486](#) AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN REBEL AVIATION INC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

- D. [TMP-0487](#) AN ORDINANCE APPROVING THE TERMS FOR THE INTERFUND LOANS FOR THE FUNDING OF THE PURCHASE OF A HANGAR, FIXTURES AND PERMANENT IMPROVEMENTS FROM TRANSPORTATION SALES TAX REVENUES, APPROVING AMENDMENT NO. 11 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THE INTERFUND LOANS TERMS APPROVED HEREIN SUBJECT TO ANNUAL APPROPRIATIONS.
- E. [2017-1141](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, THROUGH ADVANCED UTILITY SYSTEMS FOR THE SOFTWARE SUPPORT AND MAINTENANCE OF THE WATER UTILITIES SUPPORT SERVICES CUSTOMER INFORMATION SYSTEM (CIS) FOR A ONE-YEAR PERIOD WITH FOUR POSSIBLE ONE YEAR RENEWAL OPTIONS AT GUARANTEED RATES.
- F. [2017-1115](#) APPROVAL OF A RESOLUTION AUTHORIZING THE CITY OF LEE'S SUMMIT TO PARTICIPATE IN, SPONSOR, CONDUCT, AWARD OR ADMINISTER COOPERATIVE PURCHASING PROGRAMS ("APPROVED LIST") FOR THE 2018 FISCAL YEAR.
- G. [TMP-0488](#) AN ORDINANCE TERMINATING AND DISSOLVING THE CHAPEL RIDGE TAX INCREMENT FINANCING PLAN, SPECIAL ALLOCATION FUND, AND THE TAX INCREMENT FINANCING ASSOCIATED THEREWITH, AND TERMINATING THE DESIGNATION OF THE REDEVELOPMENT AREA UNDER SAID PLAN AS A REDEVELOPMENT AREA
- H. [2017-1142](#) Presentation of the City Manager's 2017-2018 (FY18) Budget

6. ROUNDTABLE

7. ADJOURNMENT

NEXT MEETING - MAY 15, 2017 5:00 p.m.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".



The City of Lee's Summit

220 SE Green Street
Lee's Summit, MO 64063

Packet Information

File #: 2017-1166, **Version:** 1

Approval of Minutes from FBC meeting April 24, 2017.



The City of Lee's Summit
Action Letter
Finance and Budget Committee

Monday, April 24, 2017

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER

2. ROLL CALL

Present: 4 - Chairperson Trish Carlyle
Vice Chair Diane Seif
Councilmember Diane Forte
Councilmember Craig Faith

Absent: 1 - Alternate Rob Binney

3. APPROVAL OF AGENDA

The agenda was approved.

4. PUBLIC COMMENTS

5. BUSINESS

A. [2017-1140](#) Approval of Minutes from F&BC meeting April 17, 2017.

A motion was made by Vice Chair Seif, seconded by Councilmember Forte, that this Bill No. was approved. The motion carried unanimously.

B. [TMP-0483](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-107 PURCHASE AND MAINTENANCE SERVICES FOR VxRAIL HYPERCONVERGED INFRASTRUCTURE TO ALEXANDER OPEN SYSTEMS (AOS) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$427,297.88.

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-107 PURCHASE AND MAINTENANCE SERVICES FOR VxRAIL HYPERCONVERGED INFRASTRUCTURE TO ALEXANDER OPEN SYSTEMS (AOS) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$427,297.88.

Presenter: Presenter: Steve Marsh, Chief Technology Officer

A motion was made by Councilmember Forte, seconded by Vice Chair Seif, that this Bill No. was recommended for approval. to the City Council - Regular Session, due back on 5/4/2017 The motion carried unanimously.

Finance and Budget Committee

Action Letter

April 24, 2017

- C. [TMP-0484](#) AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN

Recommendation: Recommendation: Staff Recommends Approval

Presenter: Presenter: Nick Edwards

A motion was made by Councilmember Faith, seconded by Councilmember Forte, that this Bill No. was recommended for approval. to the City Council - Regular Session, due back on 5/4/2017 The motion carried unanimously.

- D. [2017-1142](#) Presentation of the City Manager's 2017-2018 (FY18) Budget

Recommendation: Recommendation: N/A

Presenter: Presenter: Stephen Arbo, City Manager

This presentation will be placed on the May 1st, May 8th, and May 15th Finance and Budget Committee meeting agendas to give the Committee time to review and discuss.

Approval of the annual budget requires a public hearing before the City Council which has been scheduled for May 18th. A notice to advertise the public hearing will be sent to local newspapers on May 2nd to allow for a 15 day public notice. Following the public hearing an ordinance adopting the budget will be scheduled for the June 1st City Council meeting.

This matter was continued to the Finance and Budget Committee, due back on 5/1/2017

6. ROUNDTABLE

7. Next Meeting: May 1, 2017 5:00 p.m.

ADJOURNMENT

Meeting was adjourned at 6:42 p.m.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".

Packet Information

File #: TMP-0465, **Version:** 1

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

Bid 2017-041 was evaluated by staff from the Finance Department to determine the lowest and best overall value that met all specifications stated in the Invitation to Bid. The bid from Homeland Security Protective Services earned the highest scores that met all minimum specifications.

Key Issues:

- The City has contracted services for security personnel during Municipal Court sessions for well over ten years.
- Homeland Security Protective Services has been the service provider for the past five and a half years having been awarded the prior bid for services.
- The bid from Homeland Security Protective Services earned the highest scores per the evaluation criteria that met all minimum specifications and their pricing is a continuation of the current contracted hourly rate.
- Upon award by the City Council, a one-year contract will be executed with four possible one year contract renewals. A copy of the contract document is attached.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

- The Court Security Personnel provide assistance during court dockets and various other times as needed by the Court.
- The normal function of the security officer is to screen all persons entering the courtroom by utilizing the court security equipment thus protecting the safety and wellbeing of the employees, citizens and

all who utilize the Court.

- The Procurement and Contract Services Division issued Bid No. 2017-041 on November 15, 2016 for a yearly contract for Court Security Personnel for Municipal Courts.
- The bid was advertised and emailed to 8 potential suppliers. An additional 36 potential bidders were notified through the City's e-procurement system, Public Purchase.
- Three (3) bids were received by the November 29, 2016 bid opening date.
- The bids were evaluated on the following criteria:
 1. Evidence of Experience with Similar Projects (30-pts)
 2. Expertise of Firm Personnel (20-pts)
 3. Price of Service (50-pts)
- A copy of the unofficial bid tabulation and score sheet is attached. Homeland Security Protective Services received the highest cumulative score.

Impact/Analysis:

Security services are imperative for the safety of City staff and public during Court sessions and other activities as required.

Presenter: Conrad Lamb, Director of Finance

Recommendation: Staff recommends the approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, CONTRACT NO. 2017-041, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit (hereinafter "City") has historically contracted for the provision of security personnel during municipal court sessions; and,

WHEREAS, the City's current contract for provision of said services is set to expire, prompting the need to issue Bid No. 2017-041; and,

WHEREAS, Bid No. 2017-041 was advertised and emailed to 8 potential suppliers and posted to Public Purchase on November 15, 2016; and,

WHEREAS, three (3) bids were received by the November 29, 2016 bid opening date; and,

WHEREAS, based upon the evaluation of the bids, the project evaluation committee recommended award of Bid No. 2017-041 to Homeland Security Protective Services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. That Bid No. 2017-041 be and hereby is awarded to Homeland Security Protective Services.

SECTION 2. That Contract No. 2017-041 by and between the City of Lee's Summit, Missouri and Homeland Security Protective Services, generally for the purpose of provision of court security personnel for the Lee's Summit Municipal Court, a true and accurate copy being attached hereto as Exhibit "A" and incorporated herein by reference be and the same is hereby approved, and City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its adoption, passage, and approval by the Mayor.

PASSED by the City Council of Lee's Summit, Missouri this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO. 17-

APPROVED by the Mayor of said City this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations/Deputy City Attorney
Jackie McCormick Heanue

THIS CONTRACT, made this _____ day of _____ 20____, is herein called Yearly Contract for Court Security Personnel as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Homeland Security Protective Services, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 29th day of November, 2016, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the 1st day of July 2017, Bid No. 2017-041, Contract period from July 1, 2017 to June 30, 2018. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2017-041, section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

| | | | | | | | |
|----------------------|----------|--------|------------|-------|----|---------|----|
| Bid Number: | 2017-041 | Dated: | 11.29.2016 | Pages | 01 | through | 19 |
| Specifications: | | Dated: | 11.29.2016 | Pages | 05 | through | 09 |
| General Conditions: | | | | Pages | 15 | through | 19 |
| Special Attachments: | | | | | | | |

Procurement Officer of Record

Stephen A. Arbo, City Manager Date

Homeland Security Protective Services
Company Name

Company Authorized Signature

Sales: MARK-AN 4-5-2017
Title Date

ROCKA BROUSH
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

UNOFFICIAL BID TABULATION



This is the unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received

BID NUMBER: 2017-041

PROJECT: Court Security Personnel

OPENS: 12/2/16 at 3:00 PM

| | QTY | BIDDER | | BIDDER | | BIDDER | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------------|-------------|---------------------------------------|-------------|---------------------------------------|-------------|
| | | Hourly Rate | Total Price | Hourly Rate | Total Price | Hourly Rate | Total Price |
| | | Homeland Security Weatherby Lake, MO | | Securitas Security Kansas City, MO | | Titan Protection Overland Park, KS | |
| Unarmed Security Guard- (Hourly Rate) | 2 | \$16.93 | \$33.86 | \$21.99 | \$43.98 | \$23.25 | \$46.50 |
| City standard payment terms are Net 30 after receipt of invoice. State any discounts offered | | NA | | NA | | NA | |
| Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.14? | | No | | Yes | | No | |
| If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.14? | | Yes | | | | Yes | |

OPENED BY: ddt

UNOFFICIAL BID TABULATION

Bid Opened By:
Bid Recorded By:

UNOFFICIAL BID TABULATION

BID NO. 2017-041-COURT SECURITY PERSONNEL: SCORESHEET

2.8 Evaluation Criteria. Bids will be evaluated by Court personnel. They will make a comparative assessment of the bidder’s response to this Invitation to Bid via the use of the objective and subject judgment based on the materials provided. The evaluation point breakdown is as follows:

- Price 50 points
- Experience of Firm 30 points
- Expertise of Firm 20 points

SCORING RANGES

| | 50 Point Question | 30 Point Question | 20 Point Question |
|--------------------|----------------------|----------------------|----------------------|
| Outstanding | 37 – 50 | 25 – 30 | 16 – 20 |
| Exceeds Acceptable | 25 – 36 | 19 – 24 | 11 – 15 |
| Acceptable | 13 – 24 | 13 – 18 | 6 – 10 |
| Marginal | 0 – 12 | 0 – 12 | 0 – 5 |

| | Max. Pts | Homeland | Securitas | Titan |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------|--------------|--------------|
| 1 <u>Evidence of Experience with Similar Projects</u> Consider experience and references listed by the firm. Is firm experienced in providing services specified in bid? | <u>30</u> | <u>_26_</u> | <u>_26__</u> | <u>_30__</u> |
| 2 <u>Expertise of Firm Personnel</u> Consider comparable experience/background of specific personnel that shall be assigned to the City. Screening criteria used by firm hiring the personnel. | <u>20</u> | <u>_18__</u> | <u>_20__</u> | <u>_20__</u> |
| 3. <u>Price of Service</u> Evaluate the cost of service. | <u>50</u> | <u>_50__</u> | <u>_38__</u> | <u>_36__</u> |
| | Total Pts (100) | <u>_94__</u> | <u>_84__</u> | <u>_86__</u> |

| | | | |
|---------------------|---------|---------|---------|
| Hry rate per man | \$16.93 | \$21.99 | \$23.25 |
|---------------------|---------|---------|---------|

Packet Information

File #: TMP-0486, **Version:** 2

AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN REBEL AVIATION INC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN REBEL AVIATION INC. HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

The Airport has received a request from Rebel Aviation Inc to enter into a FBO Agreement to perform services providing aircraft flight training and aircraft rental.

Proposed Committee Motion:

I move that the Finance and Budget Committee recommend to City Council approval of a Fixed Base Operator Agreement between Rebel Aviation, Inc. and the City of Lee's Summit for a one year lease with the possibility of a one year extension.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN REBEL AVIATION INC. (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

Rebel Aviation, Incorporated is a business currently engaged in the performance of aircraft rental and flight instruction at the Roosterville Airport in Liberty, Missouri. The operators of Rebel Aviation Inc. are wanting to expand their operations to the Lee's Summit Municipal Airport. Rebel Aviation Inc would like to begin operations with the rental of one Open-T hangar to house one aircraft and upon the completion of the runway expand their fleet at Lee's Summit and pursue an office in the Airport Modular building.

Impact/Analysis:

The Airport has been without a flight school operation since the retirement of the owners of Midwest

Executive Aircraft, Inc in July 2012. The Airport has actively marketed for a Flight School operator since July 2012. The Air Charter facility did limited flight training. With the closing of this facility on December 1, 2016, the Airport is without any flight training operations available to the public. Flight School operations not only provide additional revenues for the Airport in the way of fuel sales, but could also provide hangar tenants from students in the future who decide to purchase their own aircraft and need hangar space to store their aircraft. The BOAC recommended approval of this agreement at its May 1, 2017, meeting.

Presenter: John Ohrazda, Airport Manager

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN REBEL AVIATION, INC. (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

BOAC Recommendation: BOAC RECOMMENDED STAFF MOVE FORWARD WITH STEPS NECESSARY FOR THE APPROVAL OF AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN REBEL AVIATION, INC. (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY AT ITS MEETING ON _____, 2017.

Committee Recommendation:

BILL NO. 16-

AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT WITH REBEL AVIATION, INC. TO PERFORM FLIGHT TRAINING AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME WITH REBEL AVIATION, INC. FOR A PERIOD OF ONE YEAR WITH A ONE YEAR AUTOMATIC RENEWAL OPTION.

WHEREAS, the City of Lee's Summit owns and operates the Lee's Summit Municipal Airport (hereinafter "Airport") which includes the ownership of a number of Offices located on the property; and,

WHEREAS, the Airport, through the City Council, periodically enters into agreements for the facilities located on the property for various aviation business purposes; and,

WHEREAS, Rebel Aviation, Inc. has requested permission to perform flight training and aircraft rental operations as a Fixed Base Operator (FBO) at the Lee's Summit Municipal Airport; and

WHEREAS, Rebel Aviation, Inc. and the Airport have negotiated the terms and conditions of a Fixed Base Operator Agreement which provides for the operations as an FBO; and,

WHEREAS, City and Rebel Aviation, Inc. wish to enter into the Fixed Base Operator Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Fixed Base Operator Agreement by and between the City of Lee's Summit, Missouri and Rebel Aviation, Inc. for the purpose of the operation of a Fixed Based Operator Agreement (FBO), a true and accurate copy being attached hereto as Exhibit "A" and incorporated herein by reference, be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

BILL NO. 16-

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this ____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning



LEE'S SUMMIT
MISSOURI

FIXED BASE OPERATOR AGREEMENT
Rebel Aviation Inc

2017

And

The City of Lee's Summit, Missouri



FIXED BASE OPERATOR AGREEMENT

TABLE OF CONTENTS

SECTION 1. LEASED PREMISES 1

SECTION 2. PURPOSE OF AGREEMENT 1

SECTION 3. TERM 3

SECTION 4. RENTALS, FEES AND RECORDS 3

SECTION 5. OBLIGATIONS OF OPERATOR 5

SECTION 6. OBLIGATIONS OF CITY 6

SECTION 7. CITY’S RESERVATIONS 6

SECTION 8. INDEMNITY AND INSURANCE 7

SECTION 9. TERMINATION OF AGREEMENT BY OPERATOR 9

SECTION 10. TERMINATION OF AGREEMENT BY CITY 9

SECTION 11. ASSIGNMENT..... 10

SECTION 12. GENERAL PROVISIONS 10

FIXED BASE OPERATOR AGREEMENT

THIS LEASE AGREEMENT is made this ____ of _____, 2017, between the City of Lee's Summit, Missouri, hereinafter called "City," and **Rebel Aviation, Inc.**, a corporation incorporated and existing under the laws of the State of Missouri and authorized to do business in the State of Missouri, hereinafter called "Operator".

WITNESSETH

WHEREAS, City operates the Lee's Summit Municipal Airport, hereafter called "Airport," located in the City of Lee's Summit, Jackson County, Missouri; has the right, title and interest in and to the real property comprising the Airport; and has full power and authority to enter into this Agreement;

WHEREAS, the Operator is desirous to rent Open-bay Hangar Unit #1 for the operation of a flight school and aircraft rental Fixed Based Operation located at the Airport; and

WHEREAS, Operator agrees to comply with the Minimum Standard Requirements for Airport Aeronautical Services adopted by the City for fixed based operators and requirements for specific businesses engaged in which includes flight school and aircraft rental business at the Lee's Summit Municipal Airport and the Lee's Summit Municipal Airport Rules and Regulations, and as may be amended from time to time, which are hereby incorporated by reference as if fully set forth herein, for so long as this Agreement is in effect.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, City leases to Operator and Operator leases from City the following described premises and rights, subject to the following:

SECTION 1. LEASED PREMISES

Subsection 1.01 Description of Leased Premises

- A. The only "Leased Premises", in this Agreement is one Open-bay Hangar Unit located at the Lee's Summit Municipal Airport, 2751 NE Douglas; Hangar Unit #1 Lee's Summit, Missouri, 64064 for a period of **one (1)** years from and after the date of this Agreement.
- B. Open-bay hangar T.01 which is being leased for the sole purpose of aircraft storage for flight training and rental operations.
- C. The above referenced facilities are included as part of the Leased Premises in their present condition, and any improvements, together with the easements and rights thereto or as may be hereafter separately granted to effectuate the purposes of this lease, including

the right of ingress thereto and egress therefrom.

C. The Operator may also use up to five (5) paved tie-downs, on an as needed basis and when available, to be used only for those aircraft that are owned, operated or under the control of the Operator. Such tie-down spaces are not specific as to location and are not for exclusive use by the Operator.

D. Upon request from the Operator and approval by the Airport Manager, the Operator may lease additional aircraft tie-downs or additional aircraft storage hangars on a daily or monthly basis for those aircraft that are owned, operated, or under the control of the Operator. Such additional tie-downs or hangars will be leased subject to the terms of this Agreement.

E. The parties agree that the Operator may, upon approval by the Airport Manager, substitute the above referenced office space, open or enclosed aircraft storage hangars for other such rental spaces. At such time the Operator wishes to rent office space, open or enclosed aircraft storage hangars, the rates will be based on the City's current schedule of fees. The City Manager is hereby authorized to execute any such addendum to this Agreement relating to the rental of office space or the addition of hangars. Any additional or substituted hangars will be subject to the terms of this Agreement, and the rental rate shall be the hangars current retail rate (the "Posted Rate").

SECTION 2. PURPOSE OF AGREEMENT

Subsection 2.01. Use of Leased Premises.

A. Purpose of Agreement: The purpose of this Agreement is to establish an agreement for the operation of a flight school and aircraft rental business as a Fixed Base Operator (FBO) at the Lee's Summit Municipal Airport. In addition to other limitations and restrictions contained in this Agreement, the Operator agrees to the following limitations on the permitted uses of the Leased Premises:

B. Conditions of Granting Fixed Base Operator Status: Granting Operator the status of Fixed Based Operator is conditioned upon the following covenants:

- (1) That the right to use the public airport facilities as well as all of Operator's rights as a fixed Base Operator shall be exercised subject to and in accordance with the laws of the United States of America including regulations promulgated by the Federal Aviation Administration (FAA), the State of Missouri, and the City of Lee's Summit, now in force or afterwards ordained or promulgated including environmental legislation and regulations.

- (2) That Operator shall obtain a business license from the City prior to commencement of its Aeronautical Services.
- (3) That Operator shall provide the City with appropriate certificates of insurance in accordance with Subsection 8.02 and all relevant FAA certificates for types of services provided.
- (4) That the Operator shall comply with the Minimum Standard Requirements for Commercial Airport Aeronautical Service Providers ("Requirements") as adopted and revised by the City. The Operator understands that this requirement is ongoing and continuing in nature, and that the Requirements are subject to future modification.
- (5) That the Operator shall comply with Lee's Summit Municipal Airport Rules and Regulations.

C. Aeronautical Services. Upon execution of this agreement and completion of all requirements herein, the Operator is authorized to undertake and provide the following proposed Aeronautical Services: ***flight instruction and aircraft rental.*** The rights granted by this agreement will be exercised in such a way as to not interfere with or adversely affect the use, operation, maintenance or development of the Airport.

Subsection 2.02. No Exclusive Right. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

Subsection 2.03. Prohibited Activities. The following activities are expressly prohibited:

- A. Operator agrees not to use any Leased Premises or permit the use thereof in such manner as to make void or increase the rate of insurance thereon.
- C. The Operator is prohibited from selling or dispensing aircraft fuels. Any violation by the Operator of this subsection shall constitute a material breach of this Agreement, and shall constitute cause for immediate termination of the Agreement and repossession of the Leased Premises by the City.

SECTION 3. TERM

Subsection 3.01. Term. The Initial Term of this Agreement is one (1) years, commencing on the May 31, 2017, and terminating April 30, 2018. This agreement may be extended for one additional one year term upon the giving of sixty (60) days' notice by the Operator of its intent

to so renew.

Subsection 3.02 Holdover. In the event Operator rents office space during the term of the agreement and continues to occupy the Leased Premises beyond the initial Agreement term, or any extension thereof, without the City's written consent thereto, such holding over shall not constitute a renewal or extension of this Agreement but shall create a tenancy from month to month which may be terminated at any time by either party giving thirty (30) days written notice to the other party. The Operator shall perform and maintain its obligations under this Agreement during any holdover period, including the payment of rent in accordance with Subsection 4.01 of this Agreement.

SECTION 4. RENTALS, FEES AND RECORDS

Subsection 4.01 Rentals for Leased Premises.

The rental rate Hangar Unit #1 is one-hundred-ten dollars (\$110.00) per month.

- A. Rental fees shall be adjusted following the Initial Term of this Agreement, and then after every Renewal Term thereafter, with each such adjustment to become effective upon commencement of the subsequent term. The rental rates shall be adjusted by the total change in the Consumer Price Index for All Urban Consumers, (CPI-U) all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 equals 100) or a successor index appropriately adjusted. This shall be measured by finding the difference between the CPI-U figure for the month immediately prior to the commencement date of the Agreement or of the previous two year measuring period, and the CPI-U index figure for the same month immediately prior to the commencement of the next measuring period, as described in the example below.
2. The percent increase in the Consumer Price Index during the measuring period shall be multiplied by the annual square footage rental rate to determine the annual rent to be paid for the next two year Renewal Term. The annual rent increases shall be cumulative. For example:

| FORMULA | EXAMPLE |
|------------------------------|------------------------------|
| NEW CPI (9/99) | 156.91 |
| - OLD CPI (9/94) | 149.44 |
| CPI CHANGE+ | 7.47 |
| CHANGE IN CPI = % CPI | 7.47 = (5.00%) |
| OLD CPI | 149.44 |
| (% CPI + 1) X CURRENT RATE = | (0.05 + 1) X \$0.25 = \$0.26 |

NEW RATE

3. Notwithstanding the adjustment calculation methodology stated above, at no time during the term of this Agreement, including any renewals thereof, will the annual square feet rental rate decrease. In the event the adjustment calculation methodology described above would result in a decrease in the annual rental rate, the Operator shall, for that measuring period under the said Renewal Term, pay an annual rental rate in the same amount as that assessed for the Renewal Term or measuring period immediately prior to the period or renewal term involving the calculated or appraised decrease. In the event that the City causes a decrease in the total square feet of the Leased Premises, the total rental amount would decrease proportionately.

Subsection 4.02 Fuel Purchase Rates:

A. Operator agrees to pay fuel pricing, per gallon, established each Monday based on the most recently delivered Wholesale Price + Federal Excise Tax (+ State Excise Tax for 100LL) + (any other federally or state mandated taxes or fees) + City Fee. The City Fee shall be according to the following table, based on Operator's total annual fuel volume purchased from City.

City Fee

| Volume | Fee Per Gallon Self Service | Fee Per Gallon Full- Service |
|-------------------|--------------------------------|---------------------------------|
| 0-49,999 | \$ 0.45 | \$0.55 |
| 50,000 – 99,999 | \$ 0.37 | \$0.47 |
| 100,000 – 199,999 | \$ 0.35 | \$0.45 |
| 200,000 + | \$ 0.30 | \$0.40 |

The fee per gallon for the City Fee shall be assessed incrementally on the respective volumes listed in the above table, such that the fee per gallon for each gallon purchased in the first range shall be \$ 0.55 per gallon for full service and \$0.45 per gallon for self service, the fee per gallon for each gallon purchased in the second range shall be \$ 0.47 per gallon for full service and \$0.37 per gallon for self service and so forth. The above fuel pricing shall apply to and be calculated based on all aircraft owned or operated by the Operator or permanently hangared at the Airport. Per gallon fuel prices shall be rounded up or down to the nearest half cent.

B. The Airport shall provide fuel invoices on a weekly or bi-weekly basis based on Operator's Preference. Operators wishing to pay monthly shall deposit with the City \$5,000 or an amount equal to the average cost for two weeks' worth of total fuel usage, whichever is greater. Fuel use will not be charged against this deposit. During each renewal of this Agreement, average fuel use will be reviewed to determine appropriate deposit amount required. Upon such review, the Operator agrees to adjust the deposit as required. Upon termination of this agreement, said deposit shall be returned to the Lessee, minus any amount for unpaid invoices.

Subsection 4.03. Delinquent Payments. The Operator agrees to pay all invoices within ten (10) days after receipt. The City may establish an interest charge computed as simple interest, to be collected on the principal of all sums due and unpaid for more than ten (10) days, but such interest when assessed thereafter, shall be computed from the 11th day after invoice date. The City reserves the right to refuse to provide services, including fuel, or require payment in advance for any fuel or services at any time Operator is thirty (30) days or more delinquent on any payment. Upon payment of any delinquent amounts, the decision to provide services on an advance payment or invoice basis is at the sole discretion of the Airport Manager. In the event that collection activities, including litigation, are used in order to recover past due amounts owed, the City shall be entitled to recover its collections costs, including its reasonable attorney's fees.

Subsection 4.04. Review and Adjustment of Fuel Fees. Fuel fees listed in Subsection 4.02 *above shall be in effect for one (1) year from the effective date of the Agreement. Operator and City agree to review fuel fees and re-negotiate, if mutually deemed appropriate for the remainder of the term of this agreement.* Upon notification of request for renewal of the agreement per Subsection 3.01, fuel fee shall be reviewed and re-negotiated as appropriate.

Subsection 4.05 Fees for Ramp Tie-Downs and Other Services. Open ramp aircraft tie-downs shall be charged at a rate of fifty percent (50%) of the retail rate (the "Posted Rate") for flight school training, rental aircraft, or on consignment to the Operator. The charge for towing services shall be at the Posted Rate. Any special services not available or required by other airport patrons will have rates determined on a case by case basis.

Subsection 4.06. Books and Records of Operator. There are no books and records requirements under this Agreement.

Subsection 4.07. Audit. There are no audit requirements under this Agreement.

SECTION 5. OBLIGATIONS OF OPERATOR

Subsection 5.01. Operations by Operator: Operator agrees:

- A. To promote aviation activity on the Airport and to conduct operations on the Leased Premises in a proper, efficient and courteous manner.
- B. That all services shall be furnished on a fair, equal and nondiscriminatory basis to all users, and that only fair, reasonable and nondiscriminatory prices for each unit of sale or service will be charged. Operator may, however, make reasonable and nondiscriminatory discounts, rebates or other similar price reductions to volume purchasers.
- C. To furnish those Aeronautical Services listed heretofore and to receive written approval from the Airport Manager of all Operator's operations, signs, etc. thirty (30) days before start-up of any additional Aeronautical Services or cessation of any or all approved Aeronautical Services.
- D. To supply the Airport Manager with a list of its employees or associated personnel names, job titles and duties, and their emergency telephone numbers and addresses. The Airport may request background or other checks on such employees.
- E. To not execute an agreement with any subcontractor to perform the Operator's Aeronautical Services without written approval of the City and to insert in all subcontracts a provision requiring the subcontractors to comply with applicable provisions of this agreement and further provide in each subcontract a statement "that nothing contained in these conditions shall create any contractual relationship between the subcontractor and the City."
- F. To provide the City with a list by "N" number and type of all aircraft owned or operated by Operator and to provide a written revision of said list within seven (7) days of any aircraft changes.
- G. To follow the procedures of the National Fire Protection Association when draining residual fuel from aircraft tanks incidental to aircraft fuel system maintenance, testing, manufacturing, salvage, or recovery operations
- H. To store any paints, cleaners or other flammable liquids in an approved storage locker.
- I. If any are applicable, follow all Homeland Security requirements and Transportation Security Administration recommendations, as amended, as they pertain to registering and recording new student pilots and pilot rating upgrades.

Subsection 5.02 Nondiscrimination. Operator, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (A) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises; (B) that in the construction of any improvements on, over, or under such land and the furnishing of services thereof no person on the grounds of race, color or national origin shall be excluded from participation in, denied the

benefits of, or otherwise be subjected to discrimination; (C) that Operator shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and any other relevant law, regulation or standard in effect now or adopted in the future, and as said Regulations may be amended, to the extent that said requirements are applicable, as a matter of law, to Operator.

Subsection 5.03. Fair Service. The Operator agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Operator may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Subsection 5.04. Observance of Statutes, etc. The granting of this Agreement and its acceptance by Operator is conditioned upon the right to use the Airport facilities in common with others authorized to do so. The Operator shall observe and comply with any and all requirements of the constituted public authorities and with all Federal, State or Local statutes, ordinances, regulations and standards applicable to Operator for its use of the leased premises, including but not limited to, rules and regulations promulgated from time to time by the City for the administration of the Airport. The Operator shall also defend, reimburse, indemnify and hold harmless the City, its agents, employees and elected officials, including costs of defense, from any claims, demands, penalties or liability which may accrue to it because of any alleged violation or noncompliance with any such statute, ordinance, rule or standard by the Operator or resulting from Operator's activities hereunder.

SECTION 6. OBLIGATIONS OF THE CITY

Subsection 6.01. Operation as a Public Airport. The City reserves the right to discontinue use of the Airport as an airport. The City covenants and agrees that as long as the City continues to use the Airport as an airport it will operate and maintain the Airport consistent with and pursuant to the Sponsor's Assurances given by the City to the United States Government under the Federal Aviation Act, subject to the City's Reservations set forth in this Agreement.

SECTION 7. CITY'S RESERVATIONS

Subsection 7.01. Free and Unrestricted Flight. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises herein leased, together with the right to cause in said airspace such noise as may be inherent in the operation of

aircraft, now known or thereafter used for navigation of or flight in the air using said airspace or landing , taking off from, or operating on or about the Airport.

Subsection 7.02. Subordination to U.S. and Missouri State Government. This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States or any agency thereof, and between the City and the State of Missouri or any agency thereof, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City for Federal or State funds for the development of the Airport.

Subsection 7.03 Improvements, Relocation, or Removal of Structures. The City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport (including, without limitation, the Leased Premises), including the right to remove or relocate any structure on the Airport as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting or permitting to be erected, any buildings or other structures on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. The City further reserves the right to take any of the aforementioned actions regardless of the desire or views of the Operator, without interference or hindrance by the Operator and without obligation to abate rent or otherwise provide relief of be liable to the Operator for any harm or inconvenience from disruption of Airport operations resulting from such actions.

Subsection 7.04. Inspection of Leased Premises. The City, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter any Leased Premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Agreement.

Subsection 7.05. War or National Emergency. During the time of war or national emergency, the City shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the lease to the Government shall be suspended.

SECTION 8. INDEMNITY AND INSURANCE

Subsection 8.01. Indemnification. Operator agrees to protect, defend, indemnify, and hold the City of Lee's Summit, and its officers employees, elected officials in their official and personal capacities, and attorneys, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and

defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement or the use or occupancy of the Leased Premises, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused solely by the negligence or willful misconduct of the City, or its officers and employees. This duty shall also extend to claims of damages to the environment caused by Operator, including but not limited to the investigation, field study, and cleanup costs assessed by any federal, state or local agency against the City of Lee's Summit or any of its agents or employees, as well as any civil fine or penalty. The City shall give to the Operator reasonable notice of any such claims or actions. The provisions of this Section shall survive the expiration or early termination of this Agreement. The duties of the Operator specified herein shall not be limited by the amount of any insurance coverage required to be provided by the Operator herein, but shall extend to the full amount of any such claim or liability. This duty shall also not be limited by the provision of any workers' compensation coverage.

Subsection 8.02 Insurance Requirements. Operator shall, at its expense, procure and keep in force at all times during the term of this Agreement, from a financially sound and reputable company acceptable to the City, all types of insurance required pursuant to the City's Minimum Standards for Commercial Aeronautical Service Providers, Appendix 1, *Minimum Insurance Policy Requirements*, as currently revised, in amounts at least equal to the minimum amounts specified therein, unless specified otherwise in this sub-section, insuring Operator for bodily injury and property damage, and such other insurance necessary to protect the Operator from all such claims and actions described in the preceding section 8.01. Operator recognizes that the required amounts of coverage set forth are the minimum limits, and may not reflect the Operator's actual risk. Operator shall furnish the City with a certificate of insurance as evidence of coverage whenever requested. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to the City and such requirement for notice shall appear on the face of the certificate of insurance. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost. Operator further agrees to name the City as an additional insured on all applicable policies, with the exception of the policy endorsement covering hired and non-owned automobiles, and workers compensation. Operator further agrees to increase its insurance coverage, if necessary, to ensure coverage for all approved Aeronautical Services and if Operator adds any Aeronautical Services not identified in Subsection 2.01(C)

Subsection 8.03 Insurance Notification. Operator shall keep on file with the Airport Manager a copy of a current certificate of insurance evidencing that Operator has procured all required insurance coverage and that said insurance coverage will not be canceled without thirty (30) day advance written notice to the City. This agreement will not be executed, renewed or extended by the City until such proof of coverage has been received, reviewed and accepted by the City.

SECTION 9. TERMINATION OF AGREEMENT BY OPERATOR

Subsection 9.01. Termination. Unless renewed by the Operator as described in Subsection 3.01, this Agreement shall terminate at the end of the term, or at such time as written notice of termination is provided by either party as provided in Subsection 9.02 or Subsection 10.02.

Subsection 9.02. Termination by Operator. Operator, in addition to any other rights it has under the law, may terminate this Agreement and terminate its obligations hereunder (excluding such obligations that survive the expiration or termination of this Agreement) at any time that Operator is not in default in the payment of rentals and/or fees to the City by giving the City sixty (60) days advance written notice to be served as hereinafter upon or after the happening of any one of the following events:

- A. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, so as to substantially affect Operator's use of the system at the Airport, and the remaining in force of such injunction for a period of at least sixty (60) days; provided, however, that such injunction is not due to Operator's operation at the Airport.
- B. The default by the City in the performance of any covenant or agreement herein required to be performed by the City, and the failure of the City to undertake and be continuing to remedy such default for a period of sixty (60) days after receipt from Operator of written notice to remedy the same; provided, however, that no notice of termination, as above provided, shall be of any force or effect if the City shall have remedied the default prior to receipt of Operator's notice of termination.
- C. The assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities or any substantial part or parts thereof, in a manner as substantially to restrict Operator for a period of at least sixty (60) days from full use of its leased premises, and in that event, a just and proportionate part of the rent hereunder shall be abated.

SECTION 10. TERMINATION OF AGREEMENT BY CITY

Subsection 10.01. Termination by the City. The City, in addition to any other rights to which it may be entitled by law, may declare this Agreement terminated in its entirety as provided in Subsection 10.02 upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Leased Premises. These events are as follows:

- A. The completion of the initial or any subsequent term without written notice of Operator's

intention to enter into a subsequent term extension.

- B. The failure to pay all installments of fees then due (with interest) within thirty (30) days after receipt by Operator of written notice from the City to pay such rent.
- C. The filing by Operator of a voluntary petition in bankruptcy or the making of any assignment of all or any part of Operator's assets for benefit of creditors.
- D. The filing of an involuntary bankruptcy petition against the Operator as a bankrupt pursuant to any involuntary bankruptcy proceedings.
- E. The taking of jurisdiction by a court of competent jurisdiction of Operator or its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
- F. The appointment of a receiver or a trustee of Operator's assets by a court of competent jurisdiction or a voluntary agreement with Operator's creditors.
- G. The breach by Operator of any of the covenants or agreements herein contained, and the failure of Operator to remedy such breach within 30 days after receipt of written notice of such breach from the City.
- H. The abandonment of the Leased Premises.
- I. The breach of any one of the covenants contained in Subsection 2.03.C. in which case the provisions of Subsection 10.02 concerning notice to the Operator of the breach and time to cure said breach shall not apply.
- J. The Operator, its principles, directors, owners or agents, transfers, sells or otherwise conveys an ownership interest in the Operator greater than 50%.
- K. The City's discontinuation of use of the Airport as an airport.

Subsection 10.02. Termination Notice. In the event the City exercises its option to cancel this Agreement upon the happenings of any or all of the events set forth in this Section, a notice of cancellation shall be sufficient to cancel this Agreement; and, upon such cancellation, Operator hereby agrees that it will forthwith cease all FBO services defined and approved herein. The City shall provide written notice of its intent to terminate the Agreement to the Operator a minimum of sixty (60) days prior to the date of termination, except for termination as described in Subsection 10.01(I). Failure of the City to declare this Agreement terminated for any of the reasons set out shall not operate to bar, destroy, or waive the right of the City to cancel this Agreement by reason of any subsequent violation of the terms hereof.

SECTION 11. ASSIGNMENT AND SUBLETTING

Subsection 11.01. Assignment. Operator shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the City. In the event of such assignment, Operator shall remain liable to the City for the remainder of the term of the Agreement to pay to the City any portion of the rentals or fees provided for herein upon failure of the assignee to pay the same when due. Said assignee shall not assign said Agreement except with the prior written approval of the City and the Operator herein, and any assignment by the Operator shall contain a clause to this effect. The City shall not unreasonably withhold its consent to any assignment, transfer or delegation by the Operator of its privileges and obligations under this Agreement to any successor, parent organization, wholly owned subsidiary or affiliate of the Operator.

Subsection 11.02 Subletting. The Operator shall not have the right to sublease all or part of the Leased Premises subject to the following conditions:

- A. No sublease or rental for the performance of FBO or Special Aviation Services Operator (SASO) services, the engagement of any aviation-related commercial activity upon the Leased Premises, or for any aviation-related commercial purposes shall be valid unless the sublessee has executed a separate Fixed Based Operator Agreement with the City; and
- B. No sublease or rental for the performance of non-aviation-related services or operations on the Leased Premises shall be valid unless the sublessee has executed a General Services Provider Agreement with the City.

SECTION 12. GENERAL PROVISIONS

Subsection 12.01. The City shall maintain and keep in repair the Airport landing areas, including taxiways and aircraft parking apron and shall have the right to direct and control all activities of the Operator in this regard.

Subsection 12.02. Attorney's Fees. In any action brought by either party for the enforcement or the construction of the terms of this Agreement, the City, if it is a prevailing party in the action, shall be entitled to recover interest and its reasonable attorney's fees and litigation expenses, including, but not limited to, expert witness fees and expenses.

Subsection 12.03. Taxes. Operator shall pay any personal property taxes and other taxes which may be assessed against equipment, merchandise, or other personal property belonging to Operator located on the Leased Premises, or other permitted portions of the Airport, or upon Operator's activities thereupon.

Subsection 12.05. License Fees and Permits. Operator shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws

and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

Subsection 12.06. Non-Exclusive Rights. It is hereby specifically understood and agreed between the parties that nothing contained hereby shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended; and the City reserves the right to grant to others the privilege and right of conducting any one or all of the Aeronautical Services listed herein or any other activity of an aeronautical nature.

Subsection 12.07. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

Subsection 12.08. Applicable Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this Agreement be adjudicated, jurisdiction and venue shall be proper only in the Circuit Court of Jackson County, Missouri.

Subsection 12.09. Non-Waiver. No waiver of any condition or covenant contained in this Agreement or of any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Subsection 12.10. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Subsection 12.11. Binding Effect. This Agreement, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Subsection 12.12. No Partnership. Nothing contained in this Agreement shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between the City and Operator other than the relationship of the City and Operator.

Subsection 12.13. Duty to be Reasonable. Wherever in this Agreement the City is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment shall not be unreasonably exercised or unreasonably withheld.

Subsection 12.14. City Agent. Unless specifically stated herein, the City Manager, or his

designee, shall be considered the agent and representative of the City with respect to all notices, approvals and matters contained hereunder, and his authority to act for and on behalf of the City in connection with all matters occurring under this Agreement shall not be questioned by the Operator.

Subsection 12.15. Non-Liability of Individuals. No director, officer, agent, elected official or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same. This Subsection 12.15 shall have no application to any independent guaranty or other assumption of the obligations of Operator which may be obtained by the City relative to this Agreement. This Subsection 12.15 shall also not apply to the Operator if the Operator is an entity other than a corporation in good standing and authorized to conduct business in the state of Missouri.

Subsection 12.16. Personal Property. Operator shall maintain the Leased Premises in a clean and orderly condition. Upon termination of this Agreement, Operator shall remove all personal property from the Leased Premises within thirty (30) days after said termination, unless otherwise agreed to, in writing, by the parties, and restore the leased premises to its original condition. If the Operator fails to remove said personal property within the aforementioned time frame, the City may take immediate possession of any property remaining on the Leased Premises and shall, at the City's sole option, become the property of the City or same may be removed and/or disposed of in any manner deemed appropriate by the City. The City shall not be liable in any manner for such removal and/or disposal; and the cost and expense of such removal and/or disposition shall be paid by the Operator.

Subsection 12.17. Casualty. If either part of the Leased Premises is damaged by fire or other insured casualty, the rent payable hereunder for such damaged premises shall not abate provided that the damaged premises are not rendered untenable by such damage. If the damaged premises are rendered untenable and the City elects to repair the damaged premises, the rent shall abate for the period during which such repairs are being made, provided the damages were not caused by the acts or omissions of the Operator, its employees, agents or invitees, in which case the rent shall not abate. If the damaged premises are rendered untenable and the City elects not to repair the damaged premises, this Agreement shall terminate upon written notice from the City. If this Agreement is terminated by reason of fire or other insured casualty as herein provided, rent shall be apportioned and paid to the day of such fire or other insured casualty. Notwithstanding the forgoing, termination of the Agreement under this subsection shall not preclude the negotiation of a new agreement for alternate premises.

Subsection 12.18. Maintenance. City will keep the exterior of the Leased Premises in repair, provided that Operator shall give City written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by the carelessness or negligence of Operator, its agents, employees, or servants, in which event Operator shall be responsible

therefore. Operator will keep the interior of the Leased Premises in good repair and will surrender the Leased Premises at the expiration of the term or at such other time as it may vacate the Leased Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear.

Subsection 12.19 Utilities. Rental of any Office Premises by the Operator shall include a monthly fee of twenty-five dollars (\$25.00) for the use of various City provided services, including water, sewer, electricity, and trash. This fee may be increased at the City's discretion and any such increase shall become effective upon _____ days written notice to Operator.

Subsection 12.20. Notices. Whenever any notice is required by this Agreement to be made, given or transmitted to the City, it shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, first class, addressed to:

Airport Manager
Lee's Summit Municipal Airport
2751 NE Douglas
Lee's Summit, Missouri 64064

with a copy to the City Attorney, City of Lee's Summit, 220 SE Green St., Lee's Summit, MO 64063.

Notices to Operator shall be addressed to:

Rebel Aviation Inc.
PO Box 1433
Liberty, Missouri 64069

Attn. Robert Bingham

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above, or in the case of delivery by the City to the Operator, by posting said item conspicuously on the leased premises. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, or posted on the leased premises, the item shall be considered received the third day after the date of posting.

Subsection 12.21. Prohibition against Interference. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

Subsection 12.22. Amendment of Agreement. This Agreement may not be amended or changed without the mutual written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Lee's Summit, Missouri.

Remainder of this page left intentionally blank.

CITY OF LEE'S SUMMIT,

Stephen Arbo,
City Manager

Attest:

City Clerk

Approved as to form:

Office of the City Attorney

Rebel Aviation Inc.
OPERATOR [insert legal entity name]

Signature: _____

Title: *President*

Attest:

Remainder of this page left intentionally blank.

CITY OF LEE'S SUMMIT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me _____, a Notary Public in and for said state, personally appeared Steve Arbo, City Manager of the City of Lee's Summit, Missouri, known to me to be the person who executed the within Agreement and acknowledged to me that he executed the Agreement for the purposes therein stated and as the free act and deed of the City of Lee's Summit, a municipal corporation.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public Signature

Printed or Typed Name

My Commission Expires: _____

operator's full legal name

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of [operator's full legal name] who is personally known to me to be the same person who executed the within instrument on behalf of _____ of [operator's full legal name], and such person duly acknowledged the execution of the same to be the free act and deed of [operator's full legal name].

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

/s/ _____
Notary Public Signature

Printed or Typed Name

My Commission Expires: _____

Packet Information

File #: TMP-0487, **Version:** 1

AN ORDINANCE APPROVING THE TERMS FOR THE INTERFUND LOANS FOR THE FUNDING OF THE PURCHASE OF A HANGAR, FIXTURES AND PERMANENT IMPROVEMENTS FROM TRANSPORTATION SALES TAX REVENUES, APPROVING AMENDMENT NO. 11 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THE INTERFUND LOANS TERMS APPROVED HEREIN SUBJECT TO ANNUAL APPROPRIATIONS.

Issue/Request:

AN ORDINANCE APPROVING THE TERMS FOR THE INTERFUND LOANS FOR THE FUNDING OF THE PURCHASE OF A HANGAR, FIXTURES AND PERMANENT IMPROVEMENTS FROM TRANSPORTATION SALES TAX REVENUES, APPROVING AMENDMENT NO. 11 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THE INTERFUND LOANS TERMS APPROVED HEREIN SUBJECT TO ANNUAL APPROPRIATIONS.

Key Issues:

The City recently purchased Hangar 1 at the Lee's Summit Municipal Airport at a cost of \$1,503,081. The initial purchase was made using the City's Reserve Fund until appropriate financing could be identified. This ordinance is a follow up item to establish a financing plan for the cost of the hangar and has two key elements;

1. The ordinance establishes an annual transfer of funds from fund F324 - Road & Bridge Improvement to F510 - Airport Fund to retire existing debt and finance the purchase of Hangar 1.
2. Authorizes a transfer of funds (\$132,913) from the General Fund Reserve balance for the purchase of capital equipment associated with the operation of Hangar 1 to be repaid on July 1, 2024.

Attached to the ordinance is Exhibit A which outlines the funding amounts and intervals.

Proposed City Council Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE TERMS FOR THE INTERFUND LOANS FOR THE FUNDING OF THE PURCHASE OF A HANGAR, FIXTURES AND PERMANENT IMPROVEMENTS FROM TRANSPORTATION SALES TAX REVENUES, APPROVING AMENDMENT NO. 11 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THE INTERFUND LOANS TERMS APPROVED HEREIN SUBJECT TO ANNUAL APPROPRIATIONS.

Background:

On November 3, 2016, the Mayor and City Council approved ordinance No. 8010 authorizing the purchase of

File #: TMP-0487, **Version:** 1

'Hangar 1' from DeJarnette Enterprises in the amount of \$1,503,081. Funding for this purchase was identified using the unallocated balance of fund F324 - Road & Bridge Improvement. This financing plan establishes an annual transfer of \$300,616.20 from Fund 324 over a 5 year period.

Presenter: Conrad Lamb, Finance Director | Dena Mezger, Director of Public Works

Recommendation: Staff Recommends Approval

Committee Recommendation: N/A

BILL NO. 17-

AN ORDINANCE APPROVING THE TERMS FOR THE INTERFUND LOANS FOR THE FUNDING OF THE PURCHASE OF A HANGAR, FIXTURES AND PERMANENT IMPROVEMENTS FROM TRANSPORTATION SALES TAX REVENUES, APPROVING AMENDMENT NO. 11 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THE INTERFUND LOANS TERMS APPROVED HEREIN SUBJECT TO ANNUAL APPROPRIATIONS.

WHEREAS, the City Lee's Summit held an election in 1990, at which a one-half (1/2) cent transportation tax was approved; and,

WHEREAS, Section 94.700, RSMo, which governs the types of expenditures such sales tax may be utilized for identifies "Airport" as an approved expenditure and Airport includes its requisite parts such as runways, terminals, parking lots and hangars among others; and,

WHEREAS, the City had an opportunity to purchase a hangar, fixtures and other permanent improvements owned by DeJarnette Enterprises, Inc. (hereinafter "hangar") at a price of \$1,503,081 and such purchase was approved by the Council by passage of Ordinance No. 8010 on November 3, 2016, as well as the temporary use of the City's pooled funds to allow for a timely closing on the property in advance of the Airport identifying a particular revenue stream; and

WHEREAS, additional capital equipment such as: extension of phone and data service, modular buildings, ground power units, and tractor and implements, is needed to meet service expectations for new customers. Funding for these capital purchases is to come from the General Fund Reserve Balance to be transferred to F510-Airport Fund to be repaid as outlined in the attached financing plan, attached herein as Exhibit A; and,

WHEREAS, the Airport is generally operated as an enterprise fund and it is the desire and goal of the City to fund the Airport through operational revenue, grants and dedicated tax sources for transportation when available, and when advances or gap financing is provided for specific projects, the Airport budget may repay such advances if an appropriate funding source is identified; and

WHEREAS, since the approval of the purchase and the closing on the sale the staff has worked to identify a financing plan, attached herein as Exhibit A, that may be used to repay the temporary use of City's pooled funds for the purchase of the hangar; and

WHEREAS, the proposed financing plan contemplates that the City fund the \$1.5 million purchase price of the hangar as follows: \$1.5 million to be financed by F324 – Road and Bridge Improvement over a five year period; and

WHEREAS, the City Council is desirous of approving a long term financing plan and appropriating funds for the purpose of repaying the City's pooled funds for the purchase price as outlined herein from the Transportation Sales Tax which is available for Airport projects subject to annual appropriations; and

BILL NO. 17-

WHEREAS, such repayment financing plan shall necessitate a budget adjustment by making appropriate transfers in funds identified herein, reductions and additions in the funds of the City to permit an interfund transfer for the purpose of commencing the repayment of the advance of the purchase price of the hangar to the City's pooled funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City Council hereby approves, subject to annual appropriations and sufficient receipts of Transportation Sales Tax revenue, the use and transfer of funds from the F324-Road & Bridge Improvement Fund to the F510-Airport Fund as outlined in the financing plan set out above and is set out on Exhibit A as attached hereto for the limited purpose of repayment to the City's pooled funds of the temporary advancement of the purchase price for the hangar of \$1,503,081.

SECTION 2. That the Budget for the Fiscal Year ending June 30, 2017, as adopted by Ordinance No. 7894, is hereby amended by increasing the appropriations to or reductions and expenditures of the below identified funds for the fiscal and budget year of 2016-2017, in the manner shown below.

| Amended Fund | Amended Department | Added/ (Reduced) | New Amended budget |
|----------------------------------|--------------------|------------------|--------------------|
| F100 General Fund | Administration | \$132,913 | \$4,379,212 |
| F324 - Road & Bridge Improvement | | \$266,268 | \$25,814,580 |

SECTION 3. All other provisions of Ordinance No. 7894 shall remain in full force and effect subject to Amendment No. 1 (Ordinance No: 7944); Amendment No. 2 (Ordinance No: 7945); Amendment No. 3 (Ordinance No: 7963); Amendment No. 4 (Ordinance No: 7993); Amendment No. 5 (Ordinance No: 7994); Amendment No. 6 (Ordinance No: 8044); Amendment No. 7 (Ordinance No: 8077); Amendment No. 8 (Ordinance No: 8097); Amendment No. 9 (Ordinance No. 8098); and Amendment No.10 (Ordinance No:_____).

SECTION 4. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 5. That should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

BILL NO. 17-

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management & Operations/Deputy City Attorney
Jackie McCormick Heanue

Exhibit A

Hangar and Expansion Request Financing Plan

| <u>From:</u> | | | | |
|-------------------------------------|-------------------------------------|----------|---------------------|----------|
| From Fund: | To Fund: | Date: | Principal: | Purpose: |
| F324 - Road and Bridge Improvement | F510 - Airport Fund | 6/1/2017 | 266,268.00 | Old Debt |
| F324 - Road and Bridge Improvement | F510 - Airport Fund | 7/1/2018 | 300,616.20 | Hangar |
| F324 - Road and Bridge Improvement | F510 - Airport Fund | 7/1/2019 | 300,616.20 | Hangar |
| F324 - Road and Bridge Improvement | F510 - Airport Fund | 7/1/2020 | 300,616.20 | Hangar |
| F324 - Road and Bridge Improvement | F510 - Airport Fund | 7/1/2021 | 300,616.20 | Hangar |
| F324 - Road and Bridge Improvement | F510 - Airport Fund | 7/1/2022 | <u>300,616.20</u> | Hangar |
| | | | 1,769,349.00 | |
| F100 - General Fund Reserve (Admin) | F510 - Airport Fund | 6/1/2017 | <u>132,913.00</u> | Capital |
| Total: | | | <u>1,902,262.00</u> | |
| <u>Repayment Schedule:</u> | | | | |
| From Fund: | To Fund: | Date: | Principal: | |
| F510 - Airport Fund | F100 - General Fund Reserve (Admin) | 7/1/2024 | <u>132,913.00</u> | |
| Total: | | | <u>132,913.00</u> | |

Packet Information

File #: 2017-1141, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, THROUGH ADVANCED UTILITY SYSTEMS FOR THE SOFTWARE SUPPORT AND MAINTENANCE OF THE WATER UTILITIES SUPPORT SERVICES CUSTOMER INFORMATION SYSTEM (CIS) FOR A ONE-YEAR PERIOD WITH FOUR POSSIBLE ONE YEAR RENEWAL OPTIONS AT GUARANTEED RATES.

Issue/Request:

[Enter text here]

Key Issues:

The current software maintenance agreement between Lee's Summit and Advanced Utility, a division of N. Harris Computer Corporation, for the support and maintenance of the CIS Infinity and Infinity.Link software has expired. An amendment to the original 2010 agreement has been drafted, for which staff is seeking approval. This amendment would provide a total of 5 years of support and maintenance for the CIS Infinity and Infinity.Link software with a fixed 2% price increase each year. This will be a series of one year agreements, automatically renewing each year to encompass the five year term. For the initial one year term, the annual cost for services is \$54,800.40.

Advanced Utility is the sole provider of maintenance for its software and has supplied a document stating such, which is attached to this packet.

Section XV.A and B.6 of the City's Purchasing Policy identifies maintenance and support contracts with vendors of software or hardware which are required to maintain warranty compliance or pursuant to existing license agreements as per-se sole sources.

Proposed City Council Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, THROUGH ADVANCED UTILITY SYSTEMS FOR THE SOFTWARE SUPPORT AND MAINTENANCE OF THE WATER UTILITIES SUPPORT SERVICES CUSTOMER INFORMATION SYSTEM (CIS) FOR A ONE-YEAR PERIOD WITH FOUR POSSIBLE ONE YEAR RENEWAL OPTIONS AT GUARANTEED RATES.

Background:

In October 2010, an award was made via RFP 10-013 for the purchase, implementation and maintenance of Utility Billing software to Advanced Utility, a division of N. Harris Computer Corporation,. The original RFP work was completed and has resulted in the successful implementation of CIS Infinity and Infinity.Link software for utility billing and online payment processing.

The current maintenance agreement for CIS Infinity and Infinity.Link software support has expired. Because

Advanced Utility is the sole provider for maintenance of its software, City staff worked with representatives to negotiate a software support renewal agreement. The negotiated terms will provide guaranteed annual rates at 2% each year.

Impact/Analysis:

CIS Infinity and Infinity.Link software maintenance is funded from the Water Utilities software maintenance account.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Steve Marsh

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, THROUGH ADVANCED UTILITY SYSTEMS FOR THE SOFTWARE SUPPORT AND MAINTENANCE OF THE WATER UTILITIES SUPPORT SERVICES CUSTOMER INFORMATION SYSTEM (CIS) FOR A ONE-YEAR PERIOD WITH FOUR POSSIBLE ONE YEAR RENEWAL OPTIONS AT GUARANTEED RATES.

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, THROUGH ADVANCED UTILITY SYSTEMS FOR THE SOFTWARE SUPPORT AND MAINTENANCE OF THE WATER UTILITIES SUPPORT SERVICES CUSTOMER INFORMATION SYSTEM (CIS) FOR A ONE-YEAR PERIOD WITH FOUR POSSIBLE ONE YEAR RENEWAL OPTIONS AT GUARANTEED RATES.

WHEREAS, the Lee's Summit Water Utilities Support Services Division utilizes Infinity and Infinity.Link software systems, which are products of Advanced Utility, a division of N. Harris Computer Corporation, for its' Customer Information System (hereinafter "CIS,") a specialized computer system that performs several significant functions for the division; and,

WHEREAS, Advanced Utility Systems, a division of N. Harris Computer Corporation, is the sole and exclusive developer, owner and distributor of the Infinity and Infinity.Link software systems; and,

WHEREAS, in response to the upcoming expiration of the current software maintenance agreement for the above-referenced CIS, and in compliance with the relevant provisions of the City's Procurement Policy, City staff negotiated with Advanced Utility Systems, as the sole provider of services for the products referenced herein, for continued maintenance services to be provided to City by Advanced Utility Systems; and,

WHEREAS, Advanced Utility Systems has offered services for a period of one year with four possible one year renewals with a fixed 2% price increase each year; and,

WHEREAS, City and Advanced Utility Systems desire to enter into an Agreement formalizing the terms and conditions which have been negotiated for the continued provision of software maintenance services to City by Advanced Utility Systems for the Infinity and Infinity.Link CIS programs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Amended and Restated Software License, Implementation and Support and Maintenance Agreement by and between the City of Lee's Summit Missouri and N. Harris Computer Corporation, through Advanced Utility Systems, its' duly authorized division, generally for the purposes of provision of continued software maintenance support for the Infinity and Infinity.Link software programs, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference be and is hereby approved.

SECTION 2. That the City Manager is authorized to execute said Exhibit A by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor

BILL NO. 17

ORDINANCE NO. 0000

PASSED by the City Council of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations/Deputy City Attorney
Jackie McCormick Heanue

AMENDED AND RESTATED SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AND
MAINTENANCE AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2017 by and between the City of Lee's Summit, Missouri, a Municipal Corporation organized and existing under the Constitution and laws of the State of Missouri (hereinafter "City") and N. Harris Computer Corporation, a _____, THROUGH Advanced Utility Systems, a duly authorized division of N. Harris Computer Corporation, (hereinafter referred to as "Service Provider."

WITNESSETH:

WHEREAS, City and Service Provider entered into a Software License, Implementation and Support and Maintenance Agreement on or about October 28, 2010 (hereinafter "Original Agreement") which governed the provision of certain software licensing and implementation, as well as support and maintenance by Service Provider to City; and,

WHEREAS, Advanced Utility Systems is a duly authorized division of Service Provider and serves as the primary representative of Service Provider for purposes of providing support and maintenance to City associated with the terms and conditions of the Original Agreement; and,

WHEREAS, Schedule D of the Original Agreement contemplates an Annual Support and Maintenance Fee for up to 4 years after the contract date, and then stipulates that City shall pay "the then prevailing Annual Support and Maintenance Fee..."; and,

WHEREAS, City and Service Provider, through Advanced Utility Systems, have negotiated terms and conditions for future Annual Support and Maintenance Fees which differ from the language contained in Schedule D and wish to modify the terms of the Original Agreement governing the same in order to formalize said terms and conditions; and,

WHEREAS, Service Provider, through Advanced Utility Systems, is the only qualified entity able to provide support and maintenance due to the proprietary nature of the products that are licensed to City; and,

WHEREAS, City and Service Provider desire to amend and restate the Original Agreement to incorporate the specific provisions related to modification of Schedule D.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. That Schedule D – Support and Maintenance Agreement of the Original Agreement is hereby repealed and revoked in its entirety and replaced with the attached "Exhibit A."
2. That all other provisions of the Original Agreement not inconsistent with the modifications contained in Section 1, above, shall remain in full force and effect.

3. This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

CITY OF LEE'S SUMMIT, MISSOURI

City Manager Date

APPROVED AS TO FORM:

Office of the City Attorney

SERVICE PROVIDER

Title Date

EXHIBIT A TO AMENDED AND RESTATED SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AND MAINTENANCE AGREEMENT

SCHEDULE "D" SUPPORT AND MAINTENANCE AGREEMENT

This Support and Maintenance Agreement (hereinafter "Support and Maintenance Agreement") between N. Harris Computer Corporation, through Advanced Utility Systems, its' duly authorized division (hereinafter "Consultant") and the City of Lee's Summit, Missouri (hereinafter "Organization") becomes effective as of the date of execution of the Amended and Restated Software License, Implementation and Support and Maintenance Agreement. This date becomes anniversary date of the Support and Maintenance Agreement.

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License, Implementation, and Support and Maintenance Agreement (hereinafter "Original Agreement.")

1. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Original Agreement.
2. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide software support via telephone and electronic mail, and site visits when necessary consistent with the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant.) To enable Consultant to provide effective support, the Organization will establish auto remote access based on remote access procedures compatible with Consultant's practices with the Organization's consent.
3. In consideration for the support services specified in Section 2, Organization shall pay an Annual Support and Maintenance Fee in accordance with the following schedule:

| Year | Maintenance Term | Annual Maintenance Price |
|------|--------------------------------------|--------------------------|
| 1 | January 1, 2017 to December 31, 2017 | \$54,800.40 |
| 2 | January 1, 2018 to December 31, 2018 | \$56,170.41 |
| 3 | January 1, 2019 to December 31, 2019 | \$57,574.67 |
| 4 | January 1, 2020 to December 31, 2020 | \$59,014.04 |
| 5 | January 1, 2021 to December 31, 2021 | \$60,489.39 |

Annual Support and Maintenance Fees as described above will be billed annually in advance beginning on the anniversary of the Support and Maintenance Agreement or on an alternative date mutually agreed to by the both parties. In addition to the Annual Support and Maintenance

Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:

- (a) Courier services, photocopying, faxing and reproduction services, all reasonable travel costs, meal expenses of not more than \$50.00 per diem, and a \$100.00 per diem for weekend days (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and all other reasonable expenses incurred in the performance of Consultant's duties hereunder.
 - (b) Consultant may update its reimbursement policies to maintain compliance with the Internal Revenue Service's recommended rates for per diem and mileage reimbursement.
4. All support services provided by Consultant to Organization other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's then current proposed rates, policies and terms for a period of three years. For certainty, any updates of, or enhancements to, the Software will be made available to the Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.
5. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs, or other governmental charges.
6. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the anniversary date as described herein. The Support and Maintenance Agreement shall thereafter automatically renew at the rates set forth herein for an additional four (4) one year (1 year) renewal periods, unless terminated by either party by giving the other not less than ninety (90) days advance written notice prior to the end of the first year or any subsequent anniversary of such date. If the Support and Maintenance Agreement is terminated by Organization, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, services for the Software, or access to the Source in escrow upon the occurrence of any event specified in Section 2.6(d) of the Original Agreement. For certainty, and without mitigating the application of the Agreement during the term of this Support and Maintenance Agreement, the terms and conditions of the Agreement relating to the license of the Software and the Documentation and the rights and obligations of the parties with respect thereto will continue to apply to Organization following the termination of this Support and Maintenance Agreement.
7. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Organization shall acquire no proprietary rights by virtue hereof.
8. Unless terminated pursuant to Paragraph 6 hereof, this Support and Maintenance Agreement shall remain in full force and effect except as terminated as follows:
 - (a) If either party neglects or fails to perform, observe or cure within ninety (90) days of written notice of such failure to perform any of its existing or future obligations.

- (b) If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.
9. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Agreement.
 10. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
 11. A valid contract binding the parties hereto shall come into being only upon execution of this Support and Maintenance Agreement by a duly authorized agent, officer, or representative of both parties.
 12. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
 13. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.
 14. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Consultant shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
 15. Termination.
 - (a) The Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
 - (b) The Organization and Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
 - (i) FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH HIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONSULTANT SHALL IN NO EVENT BE LIABLE IN

EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO THE CONSULTANT UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

- (ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONSULTANT BE LIABLE FOR, ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONSULTANT SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.
 - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND, OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.
16. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees, and affiliates.
 17. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or equity.
 18. This Support and Maintenance Agreement shall be governed by the laws of the State of Missouri and venue shall be proper in Jackson County, Missouri.
 19. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the Agreement.
 20. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and inure to the benefit of the successors and permitted assigns of the parties.
 21. Time shall be of the essence of this Support and Maintenance Agreement.
 22. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
 23. The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably

necessary or desirable to effect the purposes of this Support and Maintenance Agreement and carry out its provisions.

24. This Support and Maintenance Agreement may be executed in counterparts, (whether by facsimile signature or otherwise), each of which, when so executed, shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION,
THROUGH ADVANCED UTILITY SYSTEMS

By: _____

Title: _____

THE CITY OF LEE'S SUMMIT, MISSOURI

Stephen A. Arbo
City Manager

APPROVED AS TO FORM:

Office of the City Attorney



CITY OF LEE'S SUMMIT
PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

INTEROFFICE MEMORANDUM
CONTRACT DOCUMENT

DATE: October 29, 2010

TO: Randy Dickey
 Cathy Loveland
 Teresa Wright

FROM: Purchasing Division

RE: Services Agreement for Enterprise Resources Planning System and Point Solutions for
 HRIS, Utility Billing, Applicant Tracking, Project Accounting, and Training
 Lee's Summit Bid #10-013

| | |
|-----------------|-----------------------------------------------------------------------------|
| Vendor | Advanced Utility 1400-2235 Sheppard Ave., East Toronto, ON M2J 5B5 |
| Phone & Fax | PH: 416-496-0149 x210 |
| Contact Person | Lori Hogg |
| Terms/Discounts | Net 30 |
| Delivery | Destination |
| Effective Dates | Contract start date October 29, 2010. Expiration as per contract. |

cc: Bid File- Original memo
 Intranet



CITY OF LEE'S SUMMIT
PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

NOTICE TO PROCEED

October 29, 2010

Ms. Lori Hogg
Advanced Utility
1400-2235 Sheppard Ave., East
Toronto, ON
M2J 5B5

Re: Award of Yearly Contract for Services Agreement for Enterprise Resources Planning System and Point Solutions for HRIS, Utility Billing, Applicant Tracking, Project Accounting, and Training
RFP #10-013


Dear Ms Hogg:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will begin October 29, 2010 and continue as per the contract terms. A copy of the contract documents is enclosed.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,


Dee Dee Tschimart, CFP®
Procurement Officer

cc: Bid file
Accounts Payable

**SOFTWARE LICENCE, IMPLEMENTATION AND SUPPORT AND
MAINTENANCE AGREEMENT**

BETWEEN

N. HARRIS COMPUTER CORPORATION

- and -

CITY OF LEE'S SUMMIT

**1 Antares Drive, Suite 400
Ottawa, Ontario
K2E 8C4**

TABLE OF CONTENTS

| | | |
|---------|------|--------------------------------|
| ARTICLE | I | INTERPRETRATION |
| ARTICLE | II | SOFTWARE LICENSES |
| ARTICLE | III | CONSULTING SERVICES |
| ARTICLE | IV | HARDWARE |
| ARTICLE | V | SYSTEM SOFTWARE |
| ARTICLE | VI | REPRESENTATIONS AND WARRANTIES |
| ARTICLE | VII | FEES AND PAYMENTS |
| ARTICLE | VIII | REMEDIES AND LIABILITY |
| ARTICLE | IX | INDEMNITY |
| ARTICLE | X | GENERAL |

**SOFTWARE LICENCE, IMPLEMENTATION AND SUPPORT AND MAINTENANCE
AGREEMENT**

THIS AGREEMENT made as of the 28th day of October, 2010.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Consultant")

- and -

CITY OF LEE'S SUMMIT
("Organization")

RECITALS

1. The Consultant owns the Software (as defined below);
2. The Organization wishes to (a) acquire a license to utilize the Software, (b) retain the Consultant to perform the Services (as defined herein), and (c) enter into a support and maintenance contract (Schedule "D").
3. The Consultant wishes to (a) grant the Organization a license to utilize the Software, and (b) provide the Services to the Organization, all upon the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) "Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this Software Licence, Implementation and Support and Maintenance Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this Agreement.

- (b) **“Change Order”** means any written documentation between the Organization and Consultant evidencing their agreement to change particular aspects of this Agreement.
- (c) **“Completion of Services”** means that the Software is fully operational and performing in substantial conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (d) **“Confidential Information”** means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information; or (v) is disclosed under requirement of law or court order.
- (e) **“Designated Computer System”** shall mean the Organization’s platform and operating system environment which is operating the Software.
- (f) **“Documentation”** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the Organization, or (2) the Service is provided to the Organization.
- (g) **“Go-Live”** means the event occurring when the Organization first uses the Software as the Organization’s predominant Software.
- (h) **“Project Scope of Work”** means the scope of work appended hereto as Schedule “E” delineating, among other things, the Services that will be provided by Consultant to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- (i) **“Required Programs”** has the meaning set out in Section 3.3(b) hereof.
- (j) **“Services”** has the meaning set out in Section 3.1 hereof.

- (k) **“Source Code”** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- (l) **“License”** means the non-exclusive perpetual license granted to the Organization pursuant to Section 2.1 hereof, to configure and install the Software on the Organization’s server computers to enable users to access and use the Software.
- (m) **“Software”** means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Consultant to Organization, including any such programs provided subsequent to this Agreement, and including all copies made by Organization. The Software to be provided by Consultant at the inception of this Agreement is identified on the attached Schedule A.
- (n) **“Support and Maintenance Agreement”** has the meaning set out in Section 3.4 hereof.
- (o) **“Warranty Period”** means a period of twelve months from the date of Software installation, during which time the Consultant shall correct any errors or malfunctions reported to the Consultant by the Organization in accordance with Section 6.4 of this Agreement.

1.2 Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

1.4 Headings

The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

1.5 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

1.6 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

- Schedule “A” - Description of Software
- Schedule “B” - Project Timetable
- Schedule “C” - Fee Structure and Payment Schedule
- Schedule “D” - Support and Maintenance Agreement
- Schedule “E” - Scope of Work – if applicable
- Schedule “F” - Sample Change Order
- Schedule “G” - CIS Infinity, Infinity.Link, Infinity.Mobile, and Infinity.View definition and Costs
- Schedule “H” - RFP – Consultant response to Organization
- Schedule “I” - System Software – if applicable
- Schedule “J” - Hardware – if applicable

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

**ARTICLE II
SOFTWARE LICENCES**

2.1 Grant of Licenses

Subject to the terms and conditions of this Agreement, the Consultant hereby grants to the Organization a personal, non-exclusive, non-transferable right and license to use the Software on the Designated Computer System (the “License”).

Any Software furnished by Consultant in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System. Organization agrees that the original copy of all Software furnished by Consultant and all copies thereof made by Organization are and at all times remain the sole property of Consultant.

Any License granted under this Agreement permits the Organization to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow

diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality.

The Software is licensed to the Organization on a "Concurrent User" basis. A "Concurrent User" License permits the Organization to use the Software on a designated computer system, provided that the number of users who may be simultaneously using the Software is limited to the number of users specified for such Software on Schedule "G" (CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.View License Fees). A user is defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface). The Organization may purchase additional Concurrent User Licenses for the fees specified in Schedule "G" (CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.View License Fees) on the same basis as this Agreement.

2.2 Term of License

The License granted herein commence on the date of this Agreement and is of indefinite duration unless terminated pursuant to the terms hereof.

2.3 Restrictions on Use

Except as expressly provided herein, the Organization may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement without the prior written consent of Consultant.

Organization requires a separate License for each computer system or environment into which the Software or any portion thereof is read in machine-readable form for operation on such system or environment in a production environment. In addition each License permits the Organization to use the Software in (1) test environments, (2) a training environment and (3) on a back-up or disaster recovery system.

Within thirty (30) days after discontinuance or termination of the License for any reason, including termination resulting from a breach by the Organization beyond the applicable notice and cure periods as provided in this Agreement, Organization shall deliver to Consultant the Software and all copies thereof in whichever form, including partial copies which may have been modified by Organization or Consultant. Alternatively, the Software and other related materials may be disposed in accordance with written instructions from Consultant. Upon prior written authorization from Consultant, Organization may be permitted for a specific period after the termination of the License to retain one copy of certain materials for record purposes.

The Software and related materials supplied by Consultant are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Consultant remain with Consultant. Use of the Software and related materials supplied by Consultant is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted

herein are reserved. Organization may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Consultant.

2.4 Derivation, Modification and Copyright

- (a) The Organization agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The Organization further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software.
- (b) The Organization shall have no right to modify any of the Software supplied by the Consultant for Organization's use under this Agreement without the prior written approval and direction of the Consultant.
- (c) The Organization agrees that it will not, except as otherwise expressly provided in this Agreement or except as dictated by Organization's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other proprietary information in any form. The Organization agrees that it will not copy or otherwise reproduce the Software and that any additional copies as are reasonably necessary for the use of the Software shall be provided to the Organization through the issuance of additional Licenses at the Consultant's then current charges.
- (d) The Organization may duplicate Documentation, at no additional charge, for the Organization's use so long as all required proprietary markings are retained on all duplicated copies.

2.5 Ownership of Software and Confidential Information

- (a) The Organization acknowledges that the Software contains proprietary and confidential information of the Consultant which shall, at all times, remain the property of the Consultant. Through the grant of licenses pursuant to Section 2.1, the Organization is only entitled to use of the Software in accordance with the terms of this Agreement.
- (b) The Organization will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of the Consultant will remain on the Software in machine-readable form. The Organization will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) No third party, other than authorized contractors, agents or employees of the Organization shall have access to or use of the Software. The Organization shall ensure that authorized contractors and agents are bound by obligations of confidentiality at least as strict as the obligations of confidentiality of the Organization to the Consultant with respect to the Software

- (d) In order to assist the Consultant with the protection of its proprietary rights with respect to the Software and to enable the Consultant to ensure that the Organization is complying with its obligations with respect to the proprietary nature and confidentiality of the Software, the Organization shall permit the Consultant to visit during normal business hours any premises at which the Software is used and shall provide the Consultant with access to such Software.

2.6 Provision of Source Code

- (a) The Organization's ability to utilize the Software will be seriously jeopardized if the Consultant fails to maintain or support such Software unless complete Source Code for the Software and related Documentation is made available to the Organization for the Organization's use in satisfying the Organization's maintenance and support requirements. Therefore, the Consultant agrees that if an "Event of Default" occurs, then the Consultant shall promptly provide to the Organization one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An Event of Default shall be deemed to have occurred if the Consultant: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and the Consultant has not promptly cured such failure despite the Organization's demand that the Consultant make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Consultant set forth in this Agreement.
- (c) The Consultant will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Software and available program maintenance Documentation which comprise the pre-coding detail design specifications, and all other available material necessary to allow a reasonably skilled programmer or access the Software without the assistance of the Consultant.
- (d) The governing License for the Software includes the right to use Source Code received under this Section as necessary to modify, maintain, and update the Software.
- (e) The Consultant will deposit in escrow with its Escrow Agent a copy of the Source Code which corresponds to the most current version of the Software in use

by the Organization. The Consultant's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve the Consultant of its obligations to the Organization described in this Section.

- (f) If, as a result of an Event of Default, the Consultant fails to provide required support services, then any periodic license fee which the Organization is required to pay under this Agreement for Software shall be reduced to reflect such lack of support services. At such time as the Consultant commences offering the support services described in this Agreement for Software, the Organization may obtain such support Services as provided for elsewhere in this Agreement.

2.7 Ownership and Disposition of Documents

The Organization shall be the exclusive owner of all materials and documents which were developed or prepared by the Consultant specifically for the Organization pursuant to this Agreement. All materials and documents which were developed or prepared by the Consultant for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of the Consultant.

ARTICLE III CONSULTING SERVICES

3.1 The Consultant's Services

In order to achieve the Completion of Services, the Consultant agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

- (a) Oversee and implement the conversion from the Organization's existing software applications to the Consultant's Software substantially in accordance with the timetable attached hereto as Schedule "B".
- (b) Install the Software, perform necessary set up and configuration operations, perform initial testing and parallel testing in accordance with the timetable attached hereto as Schedule "B".

Notify organization of approved 3rd party software patches or releases that have been approved for Consultant's software.

- (c) Provide the training substantially in accordance with the timetable attached hereto as Schedule "B".

(i) Consultant recommends a maximum of eight (8) people in each training class for optimal training. In any training class exceeding eight (8) people, Organization may be assessed an additional charge for additional instructors.

(ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.

(iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than seven (7) days in advance of such Services. Cancellation by Organization with seven (7) days or less of scheduled on-site Services will be billed for any non-recoverable costs incurred by Consultant due to advance scheduling of travel. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Consultant's then current schedule permits. Consultant is not responsible for any delay in Organization's project resulting from Organization's cancellation of training or any other on-site service. If upon Consultant arrival, the Organization has not completed the assigned tasks for such visit by the Consultant, then the Organization will be billed 100% of the on-site fee. Consultant will remain on-site assisting Organization as applicable. If additional services are required because the Organization had not completed the assigned tasks, Consultant will provide a Change Order to the Organization for the additional services.

3.2 **Performance by Consultant**

(a) **Manner of Performance** -- The Consultant shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.

(b) **Consultant's Discretion**

The Consultant shall determine in its reasonable discretion and in consultation with Organization the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. The Consultant will communicate openly with the Organization on its methodology, manner and means

(c) **Conduct on Organization's Premises** -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. The Consultant agrees, while working on the Organization's premises, to observe the Organization's rules and

policies, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.

- (d) Inquiries by Organization -- The Consultant shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

3.3 Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.
- (b) Required Programs. The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in the attached Schedule "A", and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein.
- (c) Hardware. The Organization acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If Consultant determines that Organization's hardware is not of sufficient quality, condition and repair, Consultant shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification.
- (d) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with the Consultant to facilitate the successful completion of the implementation process and who shall be responsible for coordinating the staff of the Organization and their co-operation with and participation in such process.
- (e) Additional Organization Obligations
 - (i) Organization shall install corrections and maintenance releases within a reasonable period of time of Organization's notification of their availability.
 - (ii) Organization shall notify Consultant of suspected defects in any of the Software supplied by Consultant. Organization shall provide, upon Consultant request, additional data deemed necessary or desirable by Consultant to reproduce the environment in which such defect occurred.
 - (iii) Organization shall allow the use of online diagnostics on the Software supplied by Consultant to Organization, if required by Consultant during problem diagnosis. Organization shall provide to Consultant, at Organization's expense, access to the Designated Computer System via the Organization's firewall to

communications software through the City's Aventura software.. Consultant shall provide Organization advanced notice so that the appropriate software, network and hardware arrangement can be made.

(iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Consultant manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Consultant and Organization, Organization agrees that such personnel will be trained by Consultant or Organization within fifteen (15) days of determination. If Organization desires Consultant to perform the required training then Consultant shall be compensated in accordance with this Agreement.

(v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Consultant with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) Organization shall have the responsibility for:

(a) the performance of any tests it deems necessary prior to the use of the Software.

(b) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.

(c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

(d) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Consultant Software.

3.4 Allowance for Suspension or Delay due to Organization

In the event that the Organization shall suspend the performance of Services, delay any deliverable date, or cause a delay in performance by failing to fulfill any of its obligations under Section 3.3, then the following shall apply: Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay. The due date for any deliverable set forth in the Statement of Work that is dependent on such performance by the Organization shall be deemed adjusted equitably to allow for the effect of such delay on Consultant's ability to supply or perform such deliverable.

3.5 Support and Maintenance Agreement

Concurrently with the execution and delivery of this Agreement, the Consultant and the Organization have entered into a support and maintenance agreement (the "Support and Maintenance Agreement") in the form of and on the terms set out in the attached Schedule "D" which shall apply in respect of the ongoing services and support to be provided by the Consultant to the Organization following the Completion of Services. Notwithstanding the ongoing application of the Support and Maintenance Agreement, the terms and conditions of this Agreement, insofar as they relate to the Software and the Documentation and the rights and obligations of the parties with respect thereto, shall continue to apply and the Support and Maintenance Agreement is not intended to, nor will it, apply to the exclusion of this Agreement. Consultant shall have no obligation under this Agreement to render any maintenance services or related services with respect to non-Consultant software, except as contracted for in writing with the Organization.

ARTICLE IV

HARDWARE

4.1 Hardware

This Article IV shall only be applicable in the event any hardware is listed on Schedule J.

(i) Organization agrees to purchase from Consultant and Consultant agrees to sell to Organization, the hardware listed on the attached Schedule J (collectively the "Hardware"), for the purchase prices listed in said Schedule. Consultant shall arrange for the delivery of the Hardware, and Organization shall pay for the transportation charges incurred by Consultant in connection with the delivery of the Hardware. Delivery of the Hardware shall be F.O.B. point of destination, provided that Organization shall pay for the shipping charges. All risk of loss and risk of damage to the Hardware will pass to Organization upon delivery to Organization's specified location.

(ii) Upon delivery of the Hardware to Organization, Consultant shall invoice Organization for the Hardware, and Organization shall pay for the same within thirty (30) days. Consultant hereby reserves a purchase money security interest in all Hardware delivered to Organization in accordance with this Agreement until payment in full is received for all

Hardware delivered to Organization, and for that purpose, this Agreement shall be a security agreement. Organization authorizes Consultant or its agent to file the necessary financing statements to perfect Consultant's interest. Additionally, Consultant may file this Agreement or a copy of this Agreement with such public filing offices as are necessary in Consultant's discretion.

(iii) Consultant and/or the Hardware manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the Hardware ordered and the environmental specifications for the equipment, where applicable.

(iv) Except as otherwise provided in this Agreement, Organization shall be responsible for the installation of the Hardware at Organization's location. If Organization desires Consultant to perform any installation not described in this Agreement, Consultant and Organization shall follow the procedures set out in this Agreement.

(v) It is acknowledged by the parties hereto that the Hardware provided by Consultant to Organization pursuant to this Agreement was manufactured and delivered to Consultant by a third party manufacturer and Consultant is reselling it to Organization. As such, Consultant makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Organization has with respect to the Hardware shall be solely provided by the manufacturer(s). Notwithstanding, except for manufacturer defects, Consultant warrants that the Hardware is capable of implementing the Software Licensed to Organization hereunder.

(vi) The parties agree that although this Agreement may contain estimated prices for the maintenance of the Hardware, Hardware maintenance shall be provided solely by the respective Hardware manufacturer(s) through separate agreements between Organization and the Hardware manufacturer(s). In no event shall Consultant be responsible for such Hardware maintenance.

ARTICLE V

SYSTEM SOFTWARE

5.1 System Software

This Article V shall only be applicable in the event any System Software is listed on Schedule I.

(i) Consultant shall distribute to Organization the System Software which is listed on Schedule I, and Organization shall pay Consultant for the System Software in the amount of the purchase price(s) listed on Schedule I. Upon delivery of the System Software to Organization, Consultant shall invoice Organization for the System Software, and Organization shall pay for the same within thirty (30) days. Delivery of the System Software shall be deemed to have occurred: (i) on the date for which Consultant delivers Hardware to Organization with the System Software installed thereon, F.O.B. point of destination, provided that Organization is shall pay the shipping charges, or (ii) the date on which Consultant installs the System Software on Organization's Hardware. Consultant and/or the System Software manufacturer(s) will

provide Organization with one copy of the then current user documentation for use with the System Software.

(ii) Except as otherwise provided in this Agreement, Organization shall be responsible for the installation of the System Software at Organization's location. If Organization desires Consultant to perform any installation which is not described in this Agreement, Consultant and Organization shall follow the procedures set forth in this Agreement.

(iii) It is acknowledged by the parties hereto that the System Software provided by Consultant to Organization pursuant to this Agreement was developed and delivered to Consultant by one or more third party software companies and Consultant is distributing, sublicensing and/or reselling it to Organization. As such, Consultant makes no warranties, express or implied, with respect to the System Software, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Organization has with respect to the System Software shall be solely provided by the third party software companies. Additionally, Organization acknowledges that its interest in the System Software may be in the nature of a license or sublicense with one or more of the third party software companies which may: (i) require Organization to enter into one or more separate license agreements with such third party software companies, and/or (ii) place restrictions on Organization's use of the System Software. Notwithstanding, except for third party software companies defects, Consultant warrants that the System Software is capable of implementing the Software Licensed to Organization hereunder.

(iv) The parties agree that although this Agreement may contain estimated prices for the annual maintenance of the System Software, any maintenance of the System Software shall be provided solely by the third party software companies through separate agreements between Organization and such third party software companies. In no event shall Consultant be responsible for such System Software maintenance.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 Warranty of Performance

Consultant warrants to Organization that the software, material and services to be provided and/or rendered will be of the kind and quality referred to in the Consultant manuals and other documentation provided. Organization's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. The Consultant warrants to the Organization that the Software will perform as described if the Software is properly used in accordance with the Consultant's instructions. This warranty is void if the Organization or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

6.2 Organization's Remedies for Breach of Warranty.

Organization's exclusive remedies for Consultant's breach of any Warranty or service related obligations are as follows:

- (a) Consultant will repair, replace or furnish an upgrade of the Software, materials or services to enable those items or upgrade of those items to comply with the applicable Warranty; and
- (b) Consultant will re-perform or re-deliver those services or the applicable services at no additional charge; and
- (c) The Organization agrees to allow the Consultant the opportunity to make repeated efforts within a reasonable time repair or replace software or re-perform or re-deliver services as warranted in this Agreement, provided, however, that if Consultant fails to repair a substantial defect in the Software or provide a reasonably acceptable work-around within 90 days from Organization's notification of such defect, Organization shall have the right to recover damages, subject to the limitations on damages set forth herein, to the extent that any such failure constitutes a material breach of this agreement.

6.3 Intellectual Property Rights

The Consultant warrants:

- (a) that it has the full right, authority and power to enter into this Agreement and to grant to the Organization the Licenses and rights conveyed by this Agreement; and
- (b) that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

In the event there is a third party claim alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Consultant shall, at its expense, defend Organization and pay any final judgment against Organization or settlement agreed to by Consultant on Organization's behalf; provided that Organization promptly notifies Consultant of any such claim or proceeding and shall give Consultant full and complete authority, information, and assistance to defend such claim or proceeding. Consultant shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that Consultant does not agree to any settlement that materially prejudices Organization. In the event that the Organization's use of the Software is finally held to be infringing or Consultant deems that it may be held to be infringing, Consultant shall, at Consultant's election: (1) procure for the Organization the right to continue use of the Application Software; or (2) modify or replace the Application Software so that it becomes non-infringing.

Consultant shall have no liability hereunder if the Organization has modified the Application Software in any manner without the prior written consent of Consultant.

With respect to only the Infinity.Link portion of the Software, the following indemnity shall apply: the Consultant shall indemnify, defend and save harmless the Organization, its successors and assigns together with its elected officials, attorneys, employees, agents and those for whom it is in law responsible, only from and against any and all Claims which they may incur or suffer or be put to by reason of or in connection with or arising from any allegation by a third party that the Infinity.Link portion of the Software infringes any patent, trademark, copyright, trade secret or other proprietary right held by such third party. The Consultant acknowledges and agrees that this indemnity shall survive any termination of this Agreement.

In order for the above indemnity to be valid, the Organization must ensure the following:

upon selection of the electronic invoice and payment process ("EIPP") from Organization's Internet website, Organization's customer must be notified of and consent to being transferred from Organization's website to that of a third-party; and upon and after departure from Organization's website, the displayed website screens and all documents, emails, and correspondence associated with or relating to the modified payment process (excluding internal documents, emails and correspondence or external documents, emails or correspondence to Organization's customers announcing the availability of their electronic invoices) will not include or display in any way the name, trade name, trademark, logo, or any other identifying indicia of Organization; and any information regarding a payment transaction that is transmitted or otherwise provided to customers or their financial service provider shall reflect that payment was made to the third-party provider of the electronic invoice and payment process, and shall not reflect or refer to in any way Organization, except for a statement identifying Organization as the payee, whether through any EIPP process or in any credit card or bank statement of an Organization customer, or, as otherwise required by applicable law, on a credit card billing transaction or statement. Nothing above shall preclude Organization from reporting customer EIPP payment credits on invoices or billing statements.

The foregoing states Consultant's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, or other property interest rights relating to the Software, or any part thereof, or use thereof.

6.4 Corrections

The Consultant covenants that it will make corrections of program malfunctions per Section 6.2 which are reported in writing to the Consultant during the Warranty Period and which are necessary for the Software to conform to this Agreement. No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, the Consultant does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization; or
- (b) that the operation of the Software will be error free or that:
 - (i) any programming errors will be corrected after the Warranty Period, or
 - (ii) any updates of, or modifications to, the Software will be made available to the Organization after the Warranty Period,

in each case unless there is an effective Support Agreement in place after the Warranty Period in respect of the period of time during which any such programming errors require correction, or any updates of, or modifications to, the Software, are developed by the Consultant and made available to the other licensees of the Software.

ARTICLE VII FEES AND PAYMENTS

7.1 Fees and Payments

- (a) The Organization agrees to pay the Consultant total fees of \$427,500. The fee structure and payment schedule is outlined in the attached Schedule "C".
- (b) During the term of this Agreement, Consultant shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Consultant shall be due and payable 30 days upon receipt thereof by Organization.
- (c) The Organization shall reimburse the Consultant for its direct expenses, including, but not limited to courier services, photocopying, faxing and reproduction, reasonable travel costs - all reasonable travel costs including a travel time rate of \$75.00 per hour, capped at 4 hours per round trip, meal expenses of not more than

\$50.00 per diem on weekdays and not more than \$100 per diem on weekend days (no receipts provided) and a mileage charge based on the current Internal Revenue Service recommended rate per mile, long distance telephone calls, and all other reasonable expenses incurred in the performance of the Consultant's duties. It is agreed that all travel related expenses for items in Scope will be capped at \$87,000. In the event Organization fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due. Organization further agrees, at the request of Consultant, to pay a late payment charge to Consultant at the rate of two percent (2%) per month for undisputed invoices, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is past due; provided, however, that Consultant shall not assess the foregoing late payment charge if Organization has been late in paying Consultant on less than three (3) previous occasions within the last calendar year.

- (d) In the event Organization fails to pay all or any portion of an undisputed invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Consultant has under this Agreement or otherwise, Consultant shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- (e) Consultant shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Consultant may be required to collect or pay upon the sale, use or delivery of the Software, Services or Support and Maintenance described in this Agreement shall be paid by Organization and such sums shall be due and payable to Consultant upon receipt of an invoice therefore subject to state and local law. Any personal property taxes levied after delivery of the Software described in this Agreement shall be paid by Organization.

7.2 Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of the Consultant applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the

Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. All approvals will be in writing and subject to available funds. A sample change order is presented in Schedule "F".

ARTICLE VIII REMEDIES AND LIABILITY

8.1 Remedies and Liability

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
 - (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) THE CONSULTANT'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) THE CONSULTANT'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE CONSULTANT'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO CONSULTANT BY ORGANIZATION UNDER THIS AGREEMENT.
 - (ii) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY .
 - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

8.2 **Intent**

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

8.3 **Remedies**

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

**ARTICLE IX
INDEMNITY**

9.1 Indemnity

The Consultant shall indemnify and save harmless the Organization, its successors and assigns together with its elected officials, attorneys, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach or non performance by the Consultant of any obligation contained in this Agreement to be observed or performed by the Consultant, or any negligence of the Consultant or its agents or employees which relates to this Agreement, howsoever arising. Consultant shall not be responsible for any Claims resulting, in whole or in part, from the acts or omissions of Organization, its employees, consultants or agents or any third party.

ARTICLE X GENERAL

10.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

10.2 Confidentiality

- (a) Duty Owed to the Organization -- The Consultant acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, the Consultant agrees:
- (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;
 - (iii) not to disclose or release such information except on a need-to-know only basis as determined by the Organization;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the Consultant; and

- (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the Consultant, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.
- (b) Duty Owed to the Consultant -- The parties agree that if the Organization shall breach any term of Section 2.5 of this Agreement entitled "Ownership of Software and Confidential Information", then the Consultant shall have the right to terminate this Agreement and the grant of licences.

10.3 Termination

- (a) If the Consultant should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify the Consultant in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Consultant must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within twenty (20) calendar days immediately following receipt of a Default Notice. If the Consultant fails to correct the default, or issue a notice disputing the alleged default, in either case within twenty (20) calendar days following receipt of the Default Notice, the Organization may terminate the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for those Services performed up to the time of communication of such notice of termination to the Consultant.
- (b) If the Organization should fail to comply with its obligations under this Agreement, the Consultant must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to the Consultant, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within thirty (30) days following receipt of the Default Notice, the Consultant may terminate the whole of this Agreement including the grant of licence to the Software and in such case the Organization will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

10.4 Procedure on Termination

If this Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall return the Software to the

Consultant and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have been returned to the Consultant. If this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services but it shall not be entitled to any additional Licences, nor will it receive updates of, or modifications to, the Software made by the Consultant. Finally, it will not be entitled to access the Source through exercise of the licence granted pursuant to Section 2.6 of this Agreement. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality.

10.5 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

10.6 Accounts and Records

The Consultant shall:

- (a) keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and
- (b) for a period of two years from the date of Completion of Services by the Consultant, preserve all accounts and other documentation relating to the Organization and keep them available for inspection by the Organization or its representative, at any time. The Consultant agrees that this obligation shall survive any termination of this Agreement.

10.7 Addresses for Notice

All notices must be in writing and delivered electronically or by method with proof of delivery. All other communications, requests or alerts may be provided by fax, e-mail

or other written means. If personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the Organization, to:

CITY OF LEE'S SUMMIT
WATER UTILITIES DEPARTMENT
220 S.E. Green Street
Lee's Summit, Missouri 64063
Attention: Teresa Wright
Telephone: 816-969-1251
Fax: 816-969-1299

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 10.7.

10.8 Assignment

Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.9 Reorganizations

The Organization acknowledges that the License fee set out in this Agreement has been established on the basis of the structure of the Organization at the date of this Agreement. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, the Consultant shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 10.9 shall apply *mutatis mutandis* to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 10.9 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from the Consultant. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 10.8 will apply, or a Re-organization, in which case Section 10.9 will apply, but it is not intended that Sections 10.8 and 10.9 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

10.10 Binding Agreement and Enurement

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.11 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

10.12 Independent Contractor

Organization engages Consultant under this Agreement solely as an independent contractor to perform Consultant duties which are described in this Agreement. Organization and Consultant expressly acknowledge and agree that Consultant is the independent contractor of Organization and nothing contained in this Agreement or which otherwise exists shall be construed by Organization, Consultant or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

10.13 Governing Law

This Agreement shall be governed by the laws of the State of Missouri.

10.14 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

10.15 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

10.16 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

10.17 RFP Response

Consultant's response to Organization's RFP is attached hereto and incorporated herein as an exhibit. Organization acknowledges that Consultant, after it has been selected by Organization, re-evaluates its proposal relative to the Organization's RFP to determine if any updates or revisions are necessary. Any such updates and revisions are attached hereto as an exhibit and incorporated herein.

10.18 Competitive Bid

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Consultant. Organization agrees that Consultant may disclose all or any portion of this Agreement to any of its current or prospective customers with prior consent of Organization.

10.19 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

10.20 TAX EXEMPT. ORGANIZATION IS EXEMPT FROM STATE AND LOCAL SALES TAXES. SITES OF ALL TRANSACTIONS DERIVED FROM THIS AGREEMENT OR THE PROPOSAL GIVING RISE TO THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN ACCOMPLISHED WITHIN THE STATE OF MISSOURI.

10.21 SAFETY. ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT SHALL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND LOCAL SAFETY OR ENVIRONMENTAL CODES.

10.22 DISCLAIMER OF ORGANIZATION LIABILITY: THE ORGANIZATION WILL NOT HOLD HARMLESS OR INDEMNIFY THE CONTRACTOR FOR ANY LIABILITY WHATSOEVER.

10.23 COMPLIANCE WITH APPLICABLE LAW. CONSULTANT SHALL COMPLY WITH ALL FEDERAL, STATE OR LOCAL LAWS, ORDINANCES, RULES, REGULATIONS AND ADMINISTRATIVE ORDERS, INCLUDING BUT NOT LIMITED TO WAGE, LABOR, UNAUTHORIZED ALIENS, EEO AND OSHA-TYPE REQUIREMENTS WHICH ARE APPLICABLE TO CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT. CONSULTANT SHALL INDEMNIFY AND HOLD THE ORGANIZATION HARMLESS FROM ANY FINES OR PENALTIES ASSESSED AGAINST THE

ORGANIZATION BECAUSE OF CONSULTANT'S VIOLATION OF ANY OF THE AFOREMENTIONED LAWS.

10.24 CONFLICTS. NO SALARIED OFFICER OR EMPLOYEE OF THE ORGANIZATION, AND NO MEMBER OF THE LEE'S SUMMIT CITY COUNCIL SHALL HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THIS AGREEMENT. A VIOLATION OF THIS PROVISION RENDERS THE AGREEMENT VOID. FEDERAL CONFLICT OF INTEREST REGULATIONS AND APPLICABLE PROVISIONS OF SECTIONS 105.450 – 105.496 SHALL NOT BE VIOLATED. CONSULTANT COVENANTS THAT IT PRESENTLY HAS NO INTEREST AND SHALL NOT ACQUIRE ANY INTEREST, DIRECT OR INDIRECT, WHICH WOULD CONFLICT IN ANY MANNER OR DEGREE WITH THE PERFORMANCE OF SERVICES TO BE PERFORMED UNDER THIS AGREEMENT. CONSULTANT FURTHER COVENANTS THAT IN THE PERFORMANCE OF THIS CONTRACT NO PERSON HAVING SUCH INTEREST SHALL BE EMPLOYED.

10.25 DEBARMENT. BY SUBMISSION OF ITS RESPONSE, CONSULTANT CERTIFIES THAT NEITHER IT NOR ITS PRINCIPALS IS PRESENTLY DEBARRED OR SUSPENDED BY ANY FEDERAL DEPARTMENT OR AGENCY, INCLUDING LISTING IN THE U.S. GENERAL SERVICES ADMINISTRATIONS LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT PROGRAMS; OR IF THE AMOUNT OF THIS RESPONSE IS EQUAL TO IN EXCESS OF \$100,000, THAT NEITHER IT NOR ITS PRINCIPALS NOR ITS SUBCONTRACTORS RECEIVING SUB-AWARDS EQUAL TO OR IN EXCESS OF \$100,000 IS PRESENTLY DISBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY AN FEDERAL DEPARTMENT , AGENCY OR PREVISION OF LAW.

10.26 FUND ALLOCATION. CONTINUANCE OF THIS AGREEMENT IS CONTINGENT UPON THE AVAILABLE FUNDING AND ALLOCATION OF ORGANIZATION FUNDS. CONSULTANT UNDERSTANDS THAT THE OBLIGATION OF THE ORGANIZATION TO PAY FOR GOODS AND SERVICES UNDER THE CONTRACT IS LIMITED TO PAYMENT FROM AVAILABLE REVENUES AND SHALL CONSTITUTE A CURRENT EXPENSE OF THE ORGANIZATION AND SHALL NOT IN ANY WAY BE CONSTRUED TO BE A DEBT OF THE ORGANIZATION IN CONTRAVENTION OF ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATIONS OR REQUIREMENTS CONCERNING THE CREATION OF INDEBTEDNESS BY THE ORGANIZATION NOR SHALL ANYTHING CONTAINED IN THE AGREEMENT CONSTITUTE A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS OR MONEYS OF THE ORGANIZATION, AND ALL PROVISIONS OF THE CONTRACT SHALL BE CONSTRUED SO AS TO GIVE EFFECT TO SUCH INTENT. IN CONNECTION WITH THIS AGREEMENT, ORGANIZATION AGREES TO NOTIFY CONSULTANT PROMPTLY WHEN IT APPEARS CERTAIN THAT THE NECESSARY FUNDING OR AUTHORIZATIONS SHALL NOT BE OBTAINED. THIS PROVISION SHOULD NOT BE CONSTRUED TO ALLOW AN

EXCUSE FROM ANY LICENSE FEES REMAINING UNDER THE AGREEMENT OR FOR ANY FEES OR EXPENSES FOR SERVICES RENDERED AND NOT YET PAID.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Peter Fanous

Title: General Manager

CITY OF LEE'S SUMMIT

Per: _____

Name: Stephen A. Arbo

Title: City Manager

Per: _____

Name:

Title:

Schedule "A"
Detailed Description of Software

CIS Infinity is 32 -bit object-oriented software that operates in a Windows 2000/XP/2003/2007 environment. The basic package is comprised of the following individual modules and sub-modules that perform the basic functions of a billing and customer service operation and includes all related media and other materials:

| MODULES AND SUB-MODULES | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Alerts/Actions • Advanced Reports • Billing <ul style="list-style-type: none"> • Auto Final Bill • Bill Re-print • Bill Journal • Cancel-Re-bill Process • Cycle Billing • Estimating • Exceptions • Final Billing • Pre-Exceptions • Regular Billing • Manual Billing • Flat Rate Billing • Service Add/Remove • Cash Register <ul style="list-style-type: none"> • Bill Payment • Credit Card Authorization • OCR/Barcode Scanning • Receipt Printing • Sundry Payments • Collections <ul style="list-style-type: none"> • Arrangements • Assistance Agency • Bankruptcy • Credit Rating • Disconnect/Reconnect • Late Charge/Discount • Notices • Post-Date Inquiry • Write-Offs • 3rd Party Notification • Contact Management • Correspondence Management | <ul style="list-style-type: none"> • Customer Service Inquiry • Financial Reports • Inventory Management <ul style="list-style-type: none"> • Backflow Device • Electric Meter • Gas Meter • Instrument Transformer • Key Management • Propane Tank • Solid Waste • Streetlight • Water Heater • Water Meter • Transformer>Loading • Loans • Memberships • Meter Reading • Move In/Move Out • Multiple Receivables • New Services • Payment Processing <ul style="list-style-type: none"> • Adjustments • Bank File Import • Deposits • Payments • Penalties • Post Dated Checks • Third Party File Import • Period End Routines • Point of Sale • Pre-Authorized Payment • Rate Management • Scheduler • Service Orders • Security |

Description of Software

Required Programs for CIS Infinity

Application Server Operating System:

Windows Server 2000 or Higher with Microsoft Internet Information Service (IIS)

Database Server:

- a) Windows Server 2000 or Higher running Microsoft SQL Server 2000 or Higher or;
- b) Unix/Linux/AIX (any version) and supported Oracle 8i or Higher

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Workstation Operating System: Windows 2000 or Higher

Workstation Software:

- a) Microsoft Explorer 6.0 or Higher
- b) Microsoft Word 2000 or Higher
- c) Microsoft Excel 2000 or Higher

ESRI MapObjects run time – used for GIS integration

Dynamics GP 10 and eConnect 10 (API) – used for the integration with Dynamics, formerly known as Great Plains (if applicable)

.Net Framework 2.0 with MSDTC configured on both the workstation running the Dynamics interface as well as the hosting SQL Server

MS SOAP 3.0 installed on all workstations if an interface exists with a master address database (external address database)

* All software must be running the latest recommended patches from the respective provider of such software.

User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the network (for example):

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the C: drive of the local workstation they are working from:

- Read
- Write
- Modify

| Infinity.Link | Infinity.Link Manager |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Customer Registration• Recent Bill inserts• Utility Tips• Did you Know• Read Meter• Request Services• Make Payments• Moving<ul style="list-style-type: none">○ Moving-in Services○ Moving-out Services• Contact Us• FAQ's• View Past bills• View transactions<ul style="list-style-type: none">○ Export• Check Utility Usage• Usage Details<ul style="list-style-type: none">○ Export○ Graphical• What is New• Help | <ul style="list-style-type: none">• Product implementation• General and Contact• Information• Utility Services• Active Features• Read meter types• Request service types• Contact topics• Pay Bills bank links<ul style="list-style-type: none">○ Content Management• Did you know• Utility usage tips• Frequently Asked Questions• What is new• Recent bill inserts• Privacy Policy• Terms of use<ul style="list-style-type: none">○ Customer Maintenance○ Customer Correspondence |

Required Programs for Infinity.Link

Application Server Operating System:

Windows Server 2000 or Higher with Microsoft Internet Information Service (IIS)

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

- a) Microsoft Explorer 5.0 or Higher
- b) FireFox Version 1 or Higher
- c) Apple Safari

* All software must be running the latest recommended patches from the respective provider of such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. Any interface to another payment processing vendor is an additional fee of a minimum \$30,000. This fee could be higher if development is required. An annual maintenance fee of 25% of this additional fee is required as described in 5.1 and Paragraph 3 of Schedule "D" of this agreement.

Schedule "B"

Implementation Process and Timetable

I. COMPLETION OF SERVICES – GLOBAL TIMETABLE

1. Project Commencement Date: TBD
2. Estimated Project Completion Date: TBD
3. Consultant's Project Manager: Kerry Dennis
4. Organization's Project Manager: Teresa Wright

Schedule "C"

Fee Structure and Payment Schedule



Payment Milestone
Document Final.pdf

Schedule "D"

Support and Maintenance Agreement

This support and maintenance agreement (the "Support and Maintenance Agreement") between Consultant and Organization becomes effective on the invoice date for the first instalment payment as described in Paragraph 3. This date becomes the anniversary date of the agreement. Payment for the first year Annual Support and Maintenance Fee is as described in Paragraph 3.

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License, Implementation and Support and Maintenance Agreement.

1. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Agreement.
2. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide software support via telephone and electronic mail, and site visits when necessary consistent with the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant). To enable Consultant to provide effective support, the Organization will establish auto remote access based on remote access procedures compatible with Consultant's practices with the Organization's consent.
3. In consideration for the support services specified in Section 2, Organization shall pay the Annual Support and Maintenance Fee of \$45,775. The first instalment payment for the first year Annual Support and Maintenance Fee is \$22,887.50 and is due at the start of Hard Parallel. The second instalment payment for the first year Annual Support and Maintenance Fee is \$22,887.50 and is due at "GoLive". Thereinafter, the Annual Support and Maintenance Fee will be billed annually in advance beginning on the anniversary of the Support and Maintenance Agreement or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Consultant issue a prorated invoice for the portion of the year remaining in said initial year. Consultant will cap the Annual Support and Maintenance Fee increase at 2,5% per year for year two(2) through year four (4). In addition to the Annual Support and Maintenance Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:
 - (a) courier services, photocopying, faxing and reproduction services, all reasonable travel costs, meal expenses of not more than \$50.00 per diem, and a \$100 per diem for weekend days (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and all other reasonable expenses incurred in the performance of Consultant's duties hereunder.

Consultant may update its reimbursement policies to maintain compliance with the Internal Revenue Service's recommended rates for per diem and mileage reimbursement.

4. All support services provided by Consultant to Organization other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's the current proposed rates, policies and terms for a period of three years. For certainty, any updates of, or enhancements to, the Software will be made available to Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.
5. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.
6. The initial term of this Agreement shall be for one year beginning on the date determined in the opening paragraph of this Schedule D. The Agreement shall continue thereafter on an annual basis provided that Organization shall pay the then prevailing Annual Support and Maintenance Fee, unless terminated by either party upon giving to the other not less than 90 days notice in writing prior to the end of the first year or any subsequent anniversary of such date. If the Support and Maintenance Agreement is terminated by Organization, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, services for the Software, or access to the Source in escrow upon the occurrence of any event specified in Section 2.6(d) of the Agreement. For certainty, and without mitigating the application of the Agreement during the term of this Support and Maintenance Agreement, the terms and conditions of the Agreement relating to the license of the Software and the Documentation and the rights and obligations of the parties with respect thereto will continue to apply to Organization following the termination of this Agreement.
7. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Organization shall acquire no proprietary rights by virtue hereof.
8. Unless terminated pursuant to Paragraph 6 hereof, this Support and Maintenance Agreement shall remain in full force and effect except as terminated as follows:
 - (a) if either party neglects or fails to perform, observe or cure within ninety (90) days of written notice of such failure to perform any of its existing or future obligations.
 - (b) If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.
9. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Agreement.

10. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
11. A valid contract binding the parties hereto shall come into being only upon execution of this Support and Maintenance Agreement by a duly authorized agent, officer or representative of both parties.
12. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
13. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.
14. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Consultant shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
15.
 - (a) The Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
 - (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
 - (i) FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONSULTANT SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO THE

CONSULTANT UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

- (ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONSULTANT BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONSULTANT SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.
- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

16. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
17. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
18. This Support and Maintenance Agreement shall be governed by the laws of the State in which the Organization is located.
19. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the Agreement.
20. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
21. Time shall be of the essence of this Support and Maintenance Agreement.

22. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
23. The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Support and Maintenance Agreement and carry out its provisions.
24. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. Harris Computer Corporation

Per: _____

Name: Peter Fanous

Title: General Manager

Per: _____

Name: Stephen A. Arbo

Title: City Manager

Per: _____

Name:

Title:

EXHIBIT 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit I is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free eSupport access 24 x 7 with the following on-line benefits:
 - Log & close calls
 - View & update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
 - Report on metrics
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Payroll regulated changes
 - Participation in BETA program
 - Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Outstanding Calls Report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)

HelpDesk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support is available from 8:00 p.m. EST through to 8:00 a.m. EST and is billable on an hourly basis. Support hours may vary by specific product line. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Priority 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against your all in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, your support call will be closed and replaced by the development id number. The development id number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the director of support
- Level 4:** Contact the vice president of support or relevant Harris business unit
- Level 5:** Contact the CEO of Harris

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

| | |
|------------------|---------------|
| New Year's Day | Closed |
| President's Day | Closed |
| Memorial Day | Closed |
| Independence Day | Closed |
| Labor Day | Closed |
| Thanksgiving | Closed |
| Christmas Eve | Early Closure |
| Christmas Day | Closed |
| New Year's Eve | Early Closure |

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)

Test Databases & Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

The services listed below are services that are out of scope and are therefore considered billable – please note that we do not provide hardware support for any printers:

- on-site installation or upgrade of hardware and third party software
- extended telephone training (beyond 15 minutes)
- reconfiguration of hardware and file servers
- recovering data resulting from client error
- upgrading of hardware systems
- preventative maintenance monitoring or other services
- recommending or assisting with disaster recovery plans
- re-establishment of ODBC connection if connection was lost due to actions of customer
- ODBC connections to other third party products
- creation of custom reports
- report writer training, upgrades and installations (other than at time of initial purchase)

Schedule "E"

Scope of Work – to be attached if applicable



Scope of Work
Final.pdf

Schedule "F"

Sample Form Change Order

Change Order

(a) Contact & General Information

Client _____ Date _____
Client _____
Contact _____ Software _____
Application _____
Client Email _____

(b)
(c) Description of Work

Attachments:

(d) Client Approval

| | | |
|-----------------------------|--------------------|---------------|
| 000 | | \$0.00 |
| Chargeable Hours | Rate | Amount |
| 000 | 000 | |
| Non-Chargeable Hours | Total Hours | |

Client Signature _____ Date _____

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

(e) Internal Use Only

Customer # _____ Application # _____ Originated by # _____ PO# 0000000

Schedule "G"

CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.View License Fees

Server license is defined as one (1) server hosting CIS Infinity's server application and/or database. The server license allows unlimited individual CIS Infinity databases provided it is installed on the same server.

User license is defined as one (1) user logged into CIS Infinity. CIS Infinity may be installed on an unlimited number of workstations. A user license will be used for each user logged into any of the databases utilizing the server license, as defined above.

Infinity.Link license is defined as one (1) installation of Infinity.Link running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

Notwithstanding anything to the contrary, no additional license or fees shall be required for installation and/or use of the Software for the purposes of disaster recovery.

The below price listing is provided for reference purposes only and is subject to change at any time without notification from Consultant.

One (1) CIS Infinity license costs \$3,500.00

Server License fee tiers:

Tier 1: Server License fee to accommodate 1 to 5 users, inclusive is \$50,000.

Tier 2: Server License fee to accommodate 6 to 10 users, inclusive is \$50,000

Tier 3: Server License fee to accommodate 11 to 15 users, inclusive is \$75,000

Tier 4: Server License fee to accommodate 16 to 20 users, inclusive is \$75,000

Tier 5: Server License fee to accommodate 21 to 25 users, inclusive is \$100,000

Tier 6: Server License fee to accommodate 26 to 30 users, inclusive is \$100,000

Tier 7: Server License fee to accommodate 31 to 35 users, inclusive is \$125,000

Tier 8: Server License fee to accommodate 36 to 40 users, inclusive is \$145,000

Tier 9: Server License fee to accommodate 41 to 45 users, inclusive is \$150,000

Tier 10: Server License fee to accommodate 46 to 50 users, inclusive is \$150,000

Tier 11: Server License fee to accommodate 51 to 55 users, inclusive is \$175,000

Tier 12: Server License fee to accommodate 56 to 60 users, inclusive is \$175,000

Tier 13: Server License fee to accommodate 61 to 65 users, inclusive is \$200,000

Tier 14: Server License fee to accommodate 66 to 70 users, inclusive is \$200,000

Tier 15: Server License fee to accommodate 71 to 75 users, inclusive is \$250,000

Tier 16: Server License fee to accommodate 76 to 80 users, inclusive is \$275,000

Tier 17: Server License fee to accommodate 81 to 85 users, inclusive is \$275,000

Tier 18: Server License fee to accommodate 86 to 90 users, inclusive is \$285,000

Tier 19: Server License fee to accommodate 91 to 95 users, inclusive is \$305,000

Tier 20: Server License fee to accommodate 96 to 100 users, inclusive is \$340,000

Additional server license fee tiers are available for a higher number of users upon request.

Server license fees are cumulative. Server license fees paid previously by the Organization are deducted from the new server license fee if Organization increases the number of users and goes to a new server license fee tier, as described above.

Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for CIS Infinity is 25% of the total license fees (server license fee plus total user license fees) due for CIS Infinity and is subject to the terms described in the Support and Maintenance Agreement.

The standard rate for ongoing services provided to the Organization outside of this agreement is at a minimum of \$150.00/Hour.

Travel time, or the time it takes to get to and from the Organization's location or locations is \$75.00/hour.

One (1) Infinity.Link license fee is \$40,000. The annual maintenance fee for Infinity.Link is \$10,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.Link is \$12,000. Other hours may be required depending on the scope of the work requested by the Organization.

An Infinity.View license is defined as one (1) installation of Infinity.View running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

One (1) Infinity.View license fee is \$15,000. Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for Infinity.View is \$5,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.View is \$3,000 hours at our standard rate. Other hours may be required depending on the scope of the work requested by the Organization.

An Infinity.Mobile license is defined as one (1) installation of Infinity.Mobile running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

One (1) Infinity.Mobile license fee is \$30,000. Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for Infinity.Mobile is \$10,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.Mobile is \$15,000 hours at our standard rate. Other hours may be required depending on the scope of the work requested by the Organization.

Schedule "H"

RFP – Consultant proposal to Organization



Advanced RFP
Response for Lee Sur

Schedule "T"

System Software – to be attached if applicable

Schedule "J"

Hardware – to be attached if applicable

**SOFTWARE LICENCE, IMPLEMENTATION AND SUPPORT AND
MAINTENANCE AGREEMENT**

BETWEEN

N. HARRIS COMPUTER CORPORATION

- and -

CITY OF LEE'S SUMMIT

**1 Antares Drive, Suite 400
Ottawa, Ontario
K2E 8C4**

TABLE OF CONTENTS

| | | |
|---------|------|--------------------------------|
| ARTICLE | I | INTERPRETRATION |
| ARTICLE | II | SOFTWARE LICENSES |
| ARTICLE | III | CONSULTING SERVICES |
| ARTICLE | IV | HARDWARE |
| ARTICLE | V | SYSTEM SOFTWARE |
| ARTICLE | VI | REPRESENTATIONS AND WARRANTIES |
| ARTICLE | VII | FEES AND PAYMENTS |
| ARTICLE | VIII | REMEDIES AND LIABILITY |
| ARTICLE | IX | INDEMNITY |
| ARTICLE | X | GENERAL |

**SOFTWARE LICENCE, IMPLEMENTATION AND SUPPORT AND MAINTENANCE
AGREEMENT**

THIS AGREEMENT made as of the 28th day of October, 2010.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Consultant")

- and -

CITY OF LEE'S SUMMIT
("Organization")

RECITALS

1. The Consultant owns the Software (as defined below);
2. The Organization wishes to (a) acquire a license to utilize the Software, (b) retain the Consultant to perform the Services (as defined herein), and (c) enter into a support and maintenance contract (Schedule "D").
3. The Consultant wishes to (a) grant the Organization a license to utilize the Software, and (b) provide the Services to the Organization, all upon the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) "Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this Software Licence, Implementation and Support and Maintenance Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this Agreement.

- (b) **"Change Order"** means any written documentation between the Organization and Consultant evidencing their agreement to change particular aspects of this Agreement.
- (c) **"Completion of Services"** means that the Software is fully operational and performing in substantial conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (d) **"Confidential Information"** means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information; or (v) is disclosed under requirement of law or court order.
- (e) **"Designated Computer System"** shall mean the Organization's platform and operating system environment which is operating the Software.
- (f) **"Documentation"** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the Organization, or (2) the Service is provided to the Organization.
- (g) **"Go-Live"** means the event occurring when the Organization first uses the Software as the Organization's predominant Software.
- (h) **"Project Scope of Work"** means the scope of work appended hereto as Schedule "E" delineating, among other things, the Services that will be provided by Consultant to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties' respective representatives from time to time in accordance with the terms of this Agreement.
- (i) **"Required Programs"** has the meaning set out in Section 3.3(b) hereof.
- (j) **"Services"** has the meaning set out in Section 3.1 hereof.

- (k) **“Source Code”** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- (l) **“License”** means the non-exclusive perpetual license granted to the Organization pursuant to Section 2.1 hereof, to configure and install the Software on the Organization’s server computers to enable users to access and use the Software.
- (m) **“Software”** means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Consultant to Organization, including any such programs provided subsequent to this Agreement, and including all copies made by Organization. The Software to be provided by Consultant at the inception of this Agreement is identified on the attached Schedule A.
- (n) **“Support and Maintenance Agreement”** has the meaning set out in Section 3.4 hereof.
- (o) **“Warranty Period”** means a period of twelve months from the date of Software installation, during which time the Consultant shall correct any errors or malfunctions reported to the Consultant by the Organization in accordance with Section 6.4 of this Agreement.

1.2 Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

1.4 Headings

The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

1.5 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

1.6 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

- Schedule "A" - Description of Software
- Schedule "B" - Project Timetable
- Schedule "C" - Fee Structure and Payment Schedule
- Schedule "D" - Support and Maintenance Agreement
- Schedule "E" - Scope of Work – if applicable
- Schedule "F" - Sample Change Order
- Schedule "G" - CIS Infinity, Infinity.Link, Infinity.Mobile, and Infinity.View definition and Costs
- Schedule "H" - RFP – Consultant response to Organization
- Schedule "I" - System Software – if applicable
- Schedule "J" - Hardware – if applicable

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

**ARTICLE II
SOFTWARE LICENCES**

2.1 Grant of Licenses

Subject to the terms and conditions of this Agreement, the Consultant hereby grants to the Organization a personal, non-exclusive, non-transferable right and license to use the Software on the Designated Computer System (the "License").

Any Software furnished by Consultant in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System. Organization agrees that the original copy of all Software furnished by Consultant and all copies thereof made by Organization are and at all times remain the sole property of Consultant.

Any License granted under this Agreement permits the Organization to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow

diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality.

The Software is licensed to the Organization on a "Concurrent User" basis. A "Concurrent User" License permits the Organization to use the Software on a designated computer system, provided that the number of users who may be simultaneously using the Software is limited to the number of users specified for such Software on Schedule "G" (CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.View License Fees). A user is defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface). The Organization may purchase additional Concurrent User Licenses for the fees specified in Schedule "G" (CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.View License Fees) on the same basis as this Agreement.

2.2 Term of License

The License granted herein commence on the date of this Agreement and is of indefinite duration unless terminated pursuant to the terms hereof.

2.3 Restrictions on Use

Except as expressly provided herein, the Organization may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement without the prior written consent of Consultant.

Organization requires a separate License for each computer system or environment into which the Software or any portion thereof is read in machine-readable form for operation on such system or environment in a production environment. In addition each License permits the Organization to use the Software in (1) test environments, (2) a training environment and (3) on a back-up or disaster recovery system.

Within thirty (30) days after discontinuance or termination of the License for any reason, including termination resulting from a breach by the Organization beyond the applicable notice and cure periods as provided in this Agreement, Organization shall deliver to Consultant the Software and all copies thereof in whichever form, including partial copies which may have been modified by Organization or Consultant. Alternatively, the Software and other related materials may be disposed in accordance with written instructions from Consultant. Upon prior written authorization from Consultant, Organization may be permitted for a specific period after the termination of the License to retain one copy of certain materials for record purposes.

The Software and related materials supplied by Consultant are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Consultant remain with Consultant. Use of the Software and related materials supplied by Consultant is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted

herein are reserved. Organization may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Consultant.

2.4 Derivation, Modification and Copyright

- (a) The Organization agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The Organization further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software.
- (b) The Organization shall have no right to modify any of the Software supplied by the Consultant for Organization's use under this Agreement without the prior written approval and direction of the Consultant.
- (c) The Organization agrees that it will not, except as otherwise expressly provided in this Agreement or except as dictated by Organization's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other proprietary information in any form. The Organization agrees that it will not copy or otherwise reproduce the Software and that any additional copies as are reasonably necessary for the use of the Software shall be provided to the Organization through the issuance of additional Licenses at the Consultant's then current charges.
- (d) The Organization may duplicate Documentation, at no additional charge, for the Organization's use so long as all required proprietary markings are retained on all duplicated copies.

2.5 Ownership of Software and Confidential Information

- (a) The Organization acknowledges that the Software contains proprietary and confidential information of the Consultant which shall, at all times, remain the property of the Consultant. Through the grant of licenses pursuant to Section 2.1, the Organization is only entitled to use of the Software in accordance with the terms of this Agreement.
- (b) The Organization will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of the Consultant will remain on the Software in machine-readable form. The Organization will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) No third party, other than authorized contractors, agents or employees of the Organization shall have access to or use of the Software. The Organization shall ensure that authorized contractors and agents are bound by obligations of confidentiality at least as strict as the obligations of confidentiality of the Organization to the Consultant with respect to the Software

- (d) In order to assist the Consultant with the protection of its proprietary rights with respect to the Software and to enable the Consultant to ensure that the Organization is complying with its obligations with respect to the proprietary nature and confidentiality of the Software, the Organization shall permit the Consultant to visit during normal business hours any premises at which the Software is used and shall provide the Consultant with access to such Software.

2.6

Provision of Source Code

- (a) The Organization's ability to utilize the Software will be seriously jeopardized if the Consultant fails to maintain or support such Software unless complete Source Code for the Software and related Documentation is made available to the Organization for the Organization's use in satisfying the Organization's maintenance and support requirements. Therefore, the Consultant agrees that if an "Event of Default" occurs, then the Consultant shall promptly provide to the Organization one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An Event of Default shall be deemed to have occurred if the Consultant: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and the Consultant has not promptly cured such failure despite the Organization's demand that the Consultant make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Consultant set forth in this Agreement.
- (c) The Consultant will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Software and available program maintenance Documentation which comprise the pre-coding detail design specifications, and all other available material necessary to allow a reasonably skilled programmer or access the Software without the assistance of the Consultant.
- (d) The governing License for the Software includes the right to use Source Code received under this Section as necessary to modify, maintain, and update the Software.
- (e) The Consultant will deposit in escrow with its Escrow Agent a copy of the Source Code which corresponds to the most current version of the Software in use

by the Organization. The Consultant's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve the Consultant of its obligations to the Organization described in this Section.

- (f) If, as a result of an Event of Default, the Consultant fails to provide required support services, then any periodic license fee which the Organization is required to pay under this Agreement for Software shall be reduced to reflect such lack of support services. At such time as the Consultant commences offering the support services described in this Agreement for Software, the Organization may obtain such support Services as provided for elsewhere in this Agreement.

2.7 Ownership and Disposition of Documents

The Organization shall be the exclusive owner of all materials and documents which were developed or prepared by the Consultant specifically for the Organization pursuant to this Agreement. All materials and documents which were developed or prepared by the Consultant for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of the Consultant.

ARTICLE III CONSULTING SERVICES

3.1 The Consultant's Services

In order to achieve the Completion of Services, the Consultant agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

- (a) Oversee and implement the conversion from the Organization's existing software applications to the Consultant's Software substantially in accordance with the timetable attached hereto as Schedule "B".
- (b) Install the Software, perform necessary set up and configuration operations, perform initial testing and parallel testing in accordance with the timetable attached hereto as Schedule "B".

Notify organization of approved 3rd party software patches or releases that have been approved for Consultant's software.

- (c) Provide the training substantially in accordance with the timetable attached hereto as Schedule "B".

(i) Consultant recommends a maximum of eight (8) people in each training class for optimal training. In any training class exceeding eight (8) people, Organization may be assessed an additional charge for additional instructors.

(ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.

(iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than seven (7) days in advance of such Services. Cancellation by Organization with seven (7) days or less of scheduled on-site Services will be billed for any non-recoverable costs incurred by Consultant due to advance scheduling of travel. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Consultant's then current schedule permits. Consultant is not responsible for any delay in Organization's project resulting from Organization's cancellation of training or any other on-site service. If upon Consultant arrival, the Organization has not completed the assigned tasks for such visit by the Consultant, then the Organization will be billed 100% of the on-site fee. Consultant will remain on-site assisting Organization as applicable. If additional services are required because the Organization had not completed the assigned tasks, Consultant will provide a Change Order to the Organization for the additional services.

3.2

Performance by Consultant

(a) **Manner of Performance** -- The Consultant shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.

(b) **Consultant's Discretion**

The Consultant shall determine in its reasonable discretion and in consultation with Organization the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. The Consultant will communicate openly with the Organization on its methodology, manner and means

(c) **Conduct on Organization's Premises** -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. The Consultant agrees, while working on the Organization's premises, to observe the Organization's rules and

policies, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.

- (d) Inquiries by Organization -- The Consultant shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

3.3 Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.
- (b) Required Programs. The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in the attached Schedule "A", and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein.
- (c) Hardware. The Organization acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If Consultant determines that Organization's hardware is not of sufficient quality, condition and repair, Consultant shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification.
- (d) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with the Consultant to facilitate the successful completion of the implementation process and who shall be responsible for coordinating the staff of the Organization and their co-operation with and participation in such process.
- (e) Additional Organization Obligations
 - (i) Organization shall install corrections and maintenance releases within a reasonable period of time of Organization's notification of their availability.
 - (ii) Organization shall notify Consultant of suspected defects in any of the Software supplied by Consultant. Organization shall provide, upon Consultant request, additional data deemed necessary or desirable by Consultant to reproduce the environment in which such defect occurred.
 - (iii) Organization shall allow the use of online diagnostics on the Software supplied by Consultant to Organization, if required by Consultant during problem diagnosis. Organization shall provide to Consultant, at Organization's expense, access to the Designated Computer System via the Organization's firewall to

communications software through the City's Aventail software.. Consultant shall provide Organization advanced notice so that the appropriate software, network and hardware arrangement can be made.

(iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Consultant manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Consultant and Organization, Organization agrees that such personnel will be trained by Consultant or Organization within fifteen (15) days of determination. If Organization desires Consultant to perform the required training then Consultant shall be compensated in accordance with this Agreement.

(v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Consultant with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) Organization shall have the responsibility for:

(a) the performance of any tests it deems necessary prior to the use of the Software.

(b) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.

(c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

(d) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Consultant Software.

3.4 Allowance for Suspension or Delay due to Organization

In the event that the Organization shall suspend the performance of Services, delay any deliverable date, or cause a delay in performance by failing to fulfill any of its obligations under Section 3.3, then the following shall apply: Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay. The due date for any deliverable set forth in the Statement of Work that is dependent on such performance by the Organization shall be deemed adjusted equitably to allow for the effect of such delay on Consultant's ability to supply or perform such deliverable.

3.5 Support and Maintenance Agreement

Concurrently with the execution and delivery of this Agreement, the Consultant and the Organization have entered into a support and maintenance agreement (the "Support and Maintenance Agreement") in the form of and on the terms set out in the attached Schedule "D" which shall apply in respect of the ongoing services and support to be provided by the Consultant to the Organization following the Completion of Services. Notwithstanding the ongoing application of the Support and Maintenance Agreement, the terms and conditions of this Agreement, insofar as they relate to the Software and the Documentation and the rights and obligations of the parties with respect thereto, shall continue to apply and the Support and Maintenance Agreement is not intended to, nor will it, apply to the exclusion of this Agreement. Consultant shall have no obligation under this Agreement to render any maintenance services or related services with respect to non-Consultant software, except as contracted for in writing with the Organization.

ARTICLE IV

HARDWARE

4.1 Hardware

This Article IV shall only be applicable in the event any hardware is listed on Schedule J.

(i) Organization agrees to purchase from Consultant and Consultant agrees to sell to Organization, the hardware listed on the attached Schedule J (collectively the "Hardware"), for the purchase prices listed in said Schedule. Consultant shall arrange for the delivery of the Hardware, and Organization shall pay for the transportation charges incurred by Consultant in connection with the delivery of the Hardware. Delivery of the Hardware shall be F.O.B. point of destination, provided that Organization shall pay for the shipping charges. All risk of loss and risk of damage to the Hardware will pass to Organization upon delivery to Organization's specified location.

(ii) Upon delivery of the Hardware to Organization, Consultant shall invoice Organization for the Hardware, and Organization shall pay for the same within thirty (30) days. Consultant hereby reserves a purchase money security interest in all Hardware delivered to Organization in accordance with this Agreement until payment in full is received for all

Hardware delivered to Organization, and for that purpose, this Agreement shall be a security agreement. Organization authorizes Consultant or its agent to file the necessary financing statements to perfect Consultant's interest. Additionally, Consultant may file this Agreement or a copy of this Agreement with such public filing offices as are necessary in Consultant's discretion.

(iii) Consultant and/or the Hardware manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the Hardware ordered and the environmental specifications for the equipment, where applicable.

(iv) Except as otherwise provided in this Agreement, Organization shall be responsible for the installation of the Hardware at Organization's location. If Organization desires Consultant to perform any installation not described in this Agreement, Consultant and Organization shall follow the procedures set out in this Agreement.

(v) It is acknowledged by the parties hereto that the Hardware provided by Consultant to Organization pursuant to this Agreement was manufactured and delivered to Consultant by a third party manufacturer and Consultant is reselling it to Organization. As such, Consultant makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Organization has with respect to the Hardware shall be solely provided by the manufacturer(s). Notwithstanding, except for manufacturer defects, Consultant warrants that the Hardware is capable of implementing the Software Licensed to Organization hereunder.

(vi) The parties agree that although this Agreement may contain estimated prices for the maintenance of the Hardware, Hardware maintenance shall be provided solely by the respective Hardware manufacturer(s) through separate agreements between Organization and the Hardware manufacturer(s). In no event shall Consultant be responsible for such Hardware maintenance.

ARTICLE V

SYSTEM SOFTWARE

5.1 System Software

This Article V shall only be applicable in the event any System Software is listed on Schedule I.

(i) Consultant shall distribute to Organization the System Software which is listed on Schedule I, and Organization shall pay Consultant for the System Software in the amount of the purchase price(s) listed on Schedule I. Upon delivery of the System Software to Organization, Consultant shall invoice Organization for the System Software, and Organization shall pay for the same within thirty (30) days. Delivery of the System Software shall be deemed to have occurred: (i) on the date for which Consultant delivers Hardware to Organization with the System Software installed thereon, F.O.B. point of destination, provided that Organization is shall pay the shipping charges, or (ii) the date on which Consultant installs the System Software on Organization's Hardware. Consultant and/or the System Software manufacturer(s) will

provide Organization with one copy of the then current user documentation for use with the System Software.

(ii) Except as otherwise provided in this Agreement, Organization shall be responsible for the installation of the System Software at Organization's location. If Organization desires Consultant to perform any installation which is not described in this Agreement, Consultant and Organization shall follow the procedures set forth in this Agreement.

(iii) It is acknowledged by the parties hereto that the System Software provided by Consultant to Organization pursuant to this Agreement was developed and delivered to Consultant by one or more third party software companies and Consultant is distributing, sublicensing and/or reselling it to Organization. As such, Consultant makes no warranties, express or implied, with respect to the System Software, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Organization has with respect to the System Software shall be solely provided by the third party software companies. Additionally, Organization acknowledges that its interest in the System Software may be in the nature of a license or sublicense with one or more of the third party software companies which may: (i) require Organization to enter into one or more separate license agreements with such third party software companies, and/or (ii) place restrictions on Organization's use of the System Software. Notwithstanding, except for third party software companies defects, Consultant warrants that the System Software is capable of implementing the Software Licensed to Organization hereunder.

(iv) The parties agree that although this Agreement may contain estimated prices for the annual maintenance of the System Software, any maintenance of the System Software shall be provided solely by the third party software companies through separate agreements between Organization and such third party software companies. In no event shall Consultant be responsible for such System Software maintenance.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 Warranty of Performance

Consultant warrants to Organization that the software, material and services to be provided and/or rendered will be of the kind and quality referred to in the Consultant manuals and other documentation provided. Organization's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. The Consultant warrants to the Organization that the Software will perform as described if the Software is properly used in accordance with the Consultant's instructions. This warranty is void if the Organization or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

6.2 Organization's Remedies for Breach of Warranty.

Organization's exclusive remedies for Consultant's breach of any Warranty or service related obligations are as follows:

- (a) Consultant will repair, replace or furnish an upgrade of the Software, materials or services to enable those items or upgrade of those items to comply with the applicable Warranty; and
- (b) Consultant will re-perform or re-deliver those services or the applicable services at no additional charge; and
- (c) The Organization agrees to allow the Consultant the opportunity to make repeated efforts within a reasonable time repair or replace software or re-perform or re-deliver services as warranted in this Agreement, provided, however, that if Consultant fails to repair a substantial defect in the Software or provide a reasonably acceptable work-around within 90 days from Organization's notification of such defect, Organization shall have the right to recover damages, subject to the limitations on damages set forth herein, to the extent that any such failure constitutes a material breach of this agreement.

6.3 Intellectual Property Rights

The Consultant warrants:

- (a) that it has the full right, authority and power to enter into this Agreement and to grant to the Organization the Licenses and rights conveyed by this Agreement; and
- (b) that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

In the event there is a third party claim alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Consultant shall, at its expense, defend Organization and pay any final judgment against Organization or settlement agreed to by Consultant on Organization's behalf; provided that Organization promptly notifies Consultant of any such claim or proceeding and shall give Consultant full and complete authority, information, and assistance to defend such claim or proceeding. Consultant shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that Consultant does not agree to any settlement that materially prejudices Organization. In the event that the Organization's use of the Software is finally held to be infringing or Consultant deems that it may be held to be infringing, Consultant shall, at Consultant's election: (1) procure for the Organization the right to continue use of the Application Software; or (2) modify or replace the Application Software so that it becomes non-infringing.

Consultant shall have no liability hereunder if the Organization has modified the Application Software in any manner without the prior written consent of Consultant.

With respect to only the Infinity.Link portion of the Software, the following indemnity shall apply: the Consultant shall indemnify, defend and save harmless the Organization, its successors and assigns together with its elected officials, attorneys, employees, agents and those for whom it is in law responsible, only from and against any and all Claims which they may incur or suffer or be put to by reason of or in connection with or arising from any allegation by a third party that the Infinity.Link portion of the Software infringes any patent, trademark, copyright, trade secret or other proprietary right held by such third party. The Consultant acknowledges and agrees that this indemnity shall survive any termination of this Agreement.

In order for the above indemnity to be valid, the Organization must ensure the following:

upon selection of the electronic invoice and payment process ("EIPP") from Organization's Internet website, Organization's customer must be notified of and consent to being transferred from Organization's website to that of a third-party; and upon and after departure from Organization's website, the displayed website screens and all documents, emails, and correspondence associated with or relating to the modified payment process (excluding internal documents, emails and correspondence or external documents, emails or correspondence to Organization's customers announcing the availability of their electronic invoices) will not include or display in any way the name, trade name, trademark, logo, or any other identifying indicia of Organization; and any information regarding a payment transaction that is transmitted or otherwise provided to customers or their financial service provider shall reflect that payment was made to the third-party provider of the electronic invoice and payment process, and shall not reflect or refer to in any way Organization, except for a statement identifying Organization as the payee, whether through any EIPP process or in any credit card or bank statement of an Organization customer, or, as otherwise required by applicable law, on a credit card billing transaction or statement. Nothing above shall preclude Organization from reporting customer EIPP payment credits on invoices or billing statements.

The foregoing states Consultant's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, or other property interest rights relating to the Software, or any part thereof, or use thereof.

6.4 Corrections

The Consultant covenants that it will make corrections of program malfunctions per Section 6.2 which are reported in writing to the Consultant during the Warranty Period and which are necessary for the Software to conform to this Agreement. No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, the Consultant does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization; or
- (b) that the operation of the Software will be error free or that:
 - (i) any programming errors will be corrected after the Warranty Period, or
 - (ii) any updates of, or modifications to, the Software will be made available to the Organization after the Warranty Period,

in each case unless there is an effective Support Agreement in place after the Warranty Period in respect of the period of time during which any such programming errors require correction, or any updates of, or modifications to, the Software, are developed by the Consultant and made available to the other licensees of the Software.

ARTICLE VII FEES AND PAYMENTS

7.1 Fees and Payments

- (a) The Organization agrees to pay the Consultant total fees of \$427,500. The fee structure and payment schedule is outlined in the attached Schedule "C".
- (b) During the term of this Agreement, Consultant shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Consultant shall be due and payable 30 days upon receipt thereof by Organization.
- (c) The Organization shall reimburse the Consultant for its direct expenses, including, but not limited to courier services, photocopying, faxing and reproduction, reasonable travel costs - all reasonable travel costs including a travel time rate of \$75.00 per hour, capped at 4 hours per round trip, meal expenses of not more than

\$50.00 per diem on weekdays and not more than \$100 per diem on weekend days (no receipts provided) and a mileage charge based on the current Internal Revenue Service recommended rate per mile, long distance telephone calls, and all other reasonable expenses incurred in the performance of the Consultant's duties. It is agreed that all travel related expenses for items in Scope will be capped at \$87,000. In the event Organization fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due. Organization further agrees, at the request of Consultant, to pay a late payment charge to Consultant at the rate of two percent (2%) per month for undisputed invoices, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is past due; provided, however, that Consultant shall not assess the foregoing late payment charge if Organization has been late in paying Consultant on less than three (3) previous occasions within the last calendar year.

- (d) In the event Organization fails to pay all or any portion of an undisputed invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Consultant has under this Agreement or otherwise, Consultant shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- (e) Consultant shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Consultant may be required to collect or pay upon the sale, use or delivery of the Software, Services or Support and Maintenance described in this Agreement shall be paid by Organization and such sums shall be due and payable to Consultant upon receipt of an invoice therefore subject to state and local law. Any personal property taxes levied after delivery of the Software described in this Agreement shall be paid by Organization.

7.2

Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of the Consultant applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the

Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. All approvals will be in writing and subject to available funds. A sample change order is presented in Schedule "F".

ARTICLE VIII REMEDIES AND LIABILITY

8.1 Remedies and Liability

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
 - (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) THE CONSULTANT'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) THE CONSULTANT'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE CONSULTANT'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO CONSULTANT BY ORGANIZATION UNDER THIS AGREEMENT.
 - (ii) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY .
 - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

8.2 **Intent**

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

8.3 **Remedies**

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

**ARTICLE IX
INDEMNITY**

9.1 Indemnity

The Consultant shall indemnify and save harmless the Organization, its successors and assigns together with its elected officials, attorneys, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach or non performance by the Consultant of any obligation contained in this Agreement to be observed or performed by the Consultant, or any negligence of the Consultant or its agents or employees which relates to this Agreement, howsoever arising. Consultant shall not be responsible for any Claims resulting, in whole or in part, from the acts or omissions of Organization, its employees, consultants or agents or any third party.

ARTICLE X GENERAL

10.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

10.2 Confidentiality

- (a) Duty Owed to the Organization -- The Consultant acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, the Consultant agrees:
- (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;
 - (iii) not to disclose or release such information except on a need-to-know only basis as determined by the Organization;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the Consultant; and

- (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the Consultant, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.
- (b) Duty Owed to the Consultant -- The parties agree that if the Organization shall breach any term of Section 2.5 of this Agreement entitled "Ownership of Software and Confidential Information", then the Consultant shall have the right to terminate this Agreement and the grant of licences.

10.3 Termination

- (a) If the Consultant should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify the Consultant in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Consultant must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within twenty (20) calendar days immediately following receipt of a Default Notice. If the Consultant fails to correct the default, or issue a notice disputing the alleged default, in either case within twenty (20) calendar days following receipt of the Default Notice, the Organization may terminate the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for those Services performed up to the time of communication of such notice of termination to the Consultant.
- (b) If the Organization should fail to comply with its obligations under this Agreement, the Consultant must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to the Consultant, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within thirty (30) days following receipt of the Default Notice, the Consultant may terminate the whole of this Agreement including the grant of licence to the Software and in such case the Organization will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

10.4 Procedure on Termination

If this Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall return the Software to the

Consultant and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have been returned to the Consultant. If this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services but it shall not be entitled to any additional Licences, nor will it receive updates of, or modifications to, the Software made by the Consultant. Finally, it will not be entitled to access the Source through exercise of the licence granted pursuant to Section 2.6 of this Agreement. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality.

10.5 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

10.6 Accounts and Records

The Consultant shall:

- (a) keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and
- (b) for a period of two years from the date of Completion of Services by the Consultant, preserve all accounts and other documentation relating to the Organization and keep them available for inspection by the Organization or its representative, at any time. The Consultant agrees that this obligation shall survive any termination of this Agreement.

10.7 Addresses for Notice

All notices must be in writing and delivered electronically or by method with proof of delivery. All other communications, requests or alerts may be provided by fax, e-mail

or other written means. If personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the Organization, to:

CITY OF LEE'S SUMMIT
WATER UTILITIES DEPARTMENT
220 S.E. Green Street
Lee's Summit, Missouri 64063
Attention: Teresa Wright
Telephone: 816-969-1251
Fax: 816-969-1299

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 10.7.

10.8 Assignment

Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.9 Reorganizations

The Organization acknowledges that the License fee set out in this Agreement has been established on the basis of the structure of the Organization at the date of this Agreement. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, the Consultant shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 10.9 shall apply *mutatis mutandis* to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 10.9 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from the Consultant. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 10.8 will apply, or a Re-organization, in which case Section 10.9 will apply, but it is not intended that Sections 10.8 and 10.9 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

10.10 Binding Agreement and Enurement

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.11 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

10.12 Independent Contractor

Organization engages Consultant under this Agreement solely as an independent contractor to perform Consultant duties which are described in this Agreement. Organization and Consultant expressly acknowledge and agree that Consultant is the independent contractor of Organization and nothing contained in this Agreement or which otherwise exists shall be construed by Organization, Consultant or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

10.13 Governing Law

This Agreement shall be governed by the laws of the State of Missouri.

10.14 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

10.15 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

10.16 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

10.17 RFP Response

Consultant's response to Organization's RFP is attached hereto and incorporated herein as an exhibit. Organization acknowledges that Consultant, after it has been selected by Organization, re-evaluates its proposal relative to the Organization's RFP to determine if any updates or revisions are necessary. Any such updates and revisions are attached hereto as an exhibit and incorporated herein.

10.18 Competitive Bid

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Consultant. Organization agrees that Consultant may disclose all or any portion of this Agreement to any of its current or prospective customers with prior consent of Organization.

10.19 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

10.20 TAX EXEMPT. ORGANIZATION IS EXEMPT FROM STATE AND LOCAL SALES TAXES. SITES OF ALL TRANSACTIONS DERIVED FROM THIS AGREEMENT OR THE PROPOSAL GIVING RISE TO THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN ACCOMPLISHED WITHIN THE STATE OF MISSOURI.

10.21 SAFETY. ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT SHALL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND LOCAL SAFETY OR ENVIRONMENTAL CODES.

10.22 DISCLAIMER OF ORGANIZATION LIABILITY: THE ORGANIZATION WILL NOT HOLD HARMLESS OR INDEMNIFY THE CONTRACTOR FOR ANY LIABILITY WHATSOEVER.

10.23 COMPLIANCE WITH APPLICABLE LAW. CONSULTANT SHALL COMPLY WITH ALL FEDERAL, STATE OR LOCAL LAWS, ORDINANCES, RULES, REGULATIONS AND ADMINISTRATIVE ORDERS, INCLUDING BUT NOT LIMITED TO WAGE, LABOR, UNAUTHORIZED ALIENS, EEO AND OSHA-TYPE REQUIREMENTS WHICH ARE APPLICABLE TO CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT. CONSULTANT SHALL INDEMNIFY AND HOLD THE ORGANIZATION HARMLESS FROM ANY FINES OR PENALTIES ASSESSED AGAINST THE

ORGANIZATION BECAUSE OF CONSULTANT'S VIOLATION OF ANY OF THE AFOREMENTIONED LAWS.

10.24 CONFLICTS. NO SALARIED OFFICER OR EMPLOYEE OF THE ORGANIZATION, AND NO MEMBER OF THE LEE'S SUMMIT CITY COUNCIL SHALL HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THIS AGREEMENT. A VIOLATION OF THIS PROVISION RENDERS THE AGREEMENT VOID. FEDERAL CONFLICT OF INTEREST REGULATIONS AND APPLICABLE PROVISIONS OF SECTIONS 105.450 – 105.496 SHALL NOT BE VIOLATED. CONSULTANT COVENANTS THAT IT PRESENTLY HAS NO INTEREST AND SHALL NOT ACQUIRE ANY INTEREST, DIRECT OR INDIRECT, WHICH WOULD CONFLICT IN ANY MANNER OR DEGREE WITH THE PERFORMANCE OF SERVICES TO BE PERFORMED UNDER THIS AGREEMENT. CONSULTANT FURTHER COVENANTS THAT IN THE PERFORMANCE OF THIS CONTRACT NO PERSON HAVING SUCH INTEREST SHALL BE EMPLOYED.

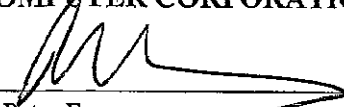
10.25 DEBARMENT. BY SUBMISSION OF ITS RESPONSE, CONSULTANT CERTIFIES THAT NEITHER IT NOR ITS PRINCIPALS IS PRESENTLY DEBARRED OR SUSPENDED BY ANY FEDERAL DEPARTMENT OR AGENCY, INCLUDING LISTING IN THE U.S. GENERAL SERVICES ADMINISTRATIONS LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT PROGRAMS; OR IF THE AMOUNT OF THIS RESPONSE IS EQUAL TO IN EXCESS OF \$100,000, THAT NEITHER IT NOR ITS PRINCIPALS NOR ITS SUBCONTRACTORS RECEIVING SUB-AWARDS EQUAL TO OR IN EXCESS OF \$100,000 IS PRESENTLY DISBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY AN FEDERAL DEPARTMENT , AGENCY OR PREVISION OF LAW.

10.26 FUND ALLOCATION. CONTINUANCE OF THIS AGREEMENT IS CONTINGENT UPON THE AVAILABLE FUNDING AND ALLOCATION OF ORGANIZATION FUNDS. CONSULTANT UNDERSTANDS THAT THE OBLIGATION OF THE ORGANIZATION TO PAY FOR GOODS AND SERVICES UNDER THE CONTRACT IS LIMITED TO PAYMENT FROM AVAILABLE REVENUES AND SHALL CONSTITUTE A CURRENT EXPENSE OF THE ORGANIZATION AND SHALL NOT IN ANY WAY BE CONSTRUED TO BE A DEBT OF THE ORGANIZATION IN CONTRAVENTION OF ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATIONS OR REQUIREMENTS CONCERNING THE CREATION OF INDEBTEDNESS BY THE ORGANIZATION NOR SHALL ANYTHING CONTAINED IN THE AGREEMENT CONSTITUTE A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS OR MONEYS OF THE ORGANIZATION, AND ALL PROVISIONS OF THE CONTRACT SHALL BE CONSTRUED SO AS TO GIVE EFFECT TO SUCH INTENT. IN CONNECTION WITH THIS AGREEMENT, ORGANIZATION AGREES TO NOTIFY CONSULTANT PROMPTLY WHEN IT APPEARS CERTAIN THAT THE NECESSARY FUNDING OR AUTHORIZATIONS SHALL NOT BE OBTAINED. THIS PROVISION SHOULD NOT BE CONSTRUED TO ALLOW AN

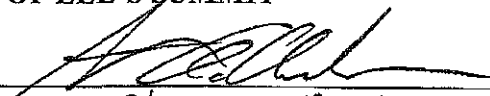
EXCUSE FROM ANY LICENSE FEES REMAINING UNDER THE AGREEMENT OR FOR ANY FEES OR EXPENSES FOR SERVICES RENDERED AND NOT YET PAID.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first written above.

N. HARRIS COMPUTER CORPORATION

Per: 
Name: Peter Fanous
Title: General Manager

CITY OF LEE'S SUMMIT

Per: 
Name: Stephen A. Arbo
Title: City Manager

Per: _____
Name:

Title:

Schedule "A"
Detailed Description of Software

CIS Infinity is 32-bit object-oriented software that operates in a Windows 2000/XP/2003/2007 environment. The basic package is comprised of the following individual modules and sub-modules that perform the basic functions of a billing and customer service operation and includes all related media and other materials:

| MODULES AND SUB-MODULES | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Alerts/Actions • Advanced Reports • Billing <ul style="list-style-type: none"> • Auto Final Bill • Bill Re-print • Bill Journal • Cancel-Re-bill Process • Cycle Billing • Estimating • Exceptions • Final Billing • Pre-Exceptions • Regular Billing • Manual Billing • Flat Rate Billing • Service Add/Remove • Cash Register <ul style="list-style-type: none"> • Bill Payment • Credit Card Authorization • OCR/Barcode Scanning • Receipt Printing • Sundry Payments • Collections <ul style="list-style-type: none"> • Arrangements • Assistance Agency • Bankruptcy • Credit Rating • Disconnect/Reconnect • Late Charge/Discount • Notices • Post-Date Inquiry • Write-Offs • 3rd Party Notification • Contact Management • Correspondence Management | <ul style="list-style-type: none"> • Customer Service Inquiry • Financial Reports • Inventory Management <ul style="list-style-type: none"> • Backflow Device • Electric Meter • Gas Meter • Instrument Transformer • Key Management • Propane Tank • Solid Waste • Streetlight • Water Heater • Water Meter • Transformer/Loading • Loans • Memberships • Meter Reading • Move In/Move Out • Multiple Receivables • New Services • Payment Processing <ul style="list-style-type: none"> • Adjustments • Bank File Import • Deposits • Payments • Penalties • Post Dated Checks • Third Party File Import • Period End Routines • Point of Sale • Pre-Authorized Payment • Rate Management • Scheduler • Service Orders • Security |

Description of Software

Required Programs for CIS Infinity

Application Server Operating System:

Windows Server 2000 or Higher with Microsoft Internet Information Service (IIS)

Database Server:

- a) Windows Server 2000 or Higher running Microsoft SQL Server 2000 or Higher or;
- b) Unix/Linux/AIX (any version) and supported Oracle 8i or Higher

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Workstation Operating System: Windows 2000 or Higher

Workstation Software:

- a) Microsoft Explorer 6.0 or Higher
- b) Microsoft Word 2000 or Higher
- c) Microsoft Excel 2000 or Higher

ESRI MapObjects run time – used for GIS integration

Dynamics GP 10 and eConnect 10 (API) – used for the integration with Dynamics, formerly known as Great Plains (if applicable)

.Net Framework 2.0 with MSDTC configured on both the workstation running the Dynamics interface as well as the hosting SQL Server

MS SOAP 3.0 installed on all workstations if an interface exists with a master address database (external address database)

* All software must be running the latest recommended patches from the respective provider of such software.

User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the C: drive of the local workstation they are working from:

- Read
- Write
- Modify

| Infinity.Link | Infinity.Link Manager |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Customer Registration• Recent Bill inserts• Utility Tips• Did you Know• Read Meter• Request Services• Make Payments• Moving<ul style="list-style-type: none">○ Moving-in Services○ Moving-out Services• Contact Us• FAQ's• View Past bills• View transactions<ul style="list-style-type: none">○ Export• Check Utility Usage• Usage Details<ul style="list-style-type: none">○ Export○ Graphical• What is New• Help | <ul style="list-style-type: none">• Product implementation• General and Contact• Information• Utility Services• Active Features• Read meter types• Request service types• Contact topics• Pay Bills bank links<ul style="list-style-type: none">○ Content Management• Did you know• Utility usage tips• Frequently Asked Questions• What is new• Recent bill inserts• Privacy Policy• Terms of use<ul style="list-style-type: none">○ Customer Maintenance○ Customer Correspondence |

Required Programs for Infinity.Link

Application Server Operating System:

Windows Server 2000 or Higher with Microsoft Internet Information Service (IIS)

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

- a) Microsoft Explorer 5.0 or Higher
- b) FireFox Version 1 or Higher
- c) Apple Safari

* All software must be running the latest recommended patches from the respective provider of such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. Any interface to another payment processing vendor is an additional fee of a minimum \$30,000. This fee could be higher if development is required. An annual maintenance fee of 25% of this additional fee is required as described in 5.1 and Paragraph 3 of Schedule "D" of this agreement.

Schedule "B"

Implementation Process and Timetable

I. COMPLETION OF SERVICES – GLOBAL TIMETABLE

1. Project Commencement Date: TBD
2. Estimated Project Completion Date: TBD
3. Consultant's Project Manager: Kerry Dennis
4. Organization's Project Manager: Teresa Wright

Schedule "C"

Fee Structure and Payment Schedule



Payment Milestone
Document Final.pdf

Schedule "D"

Support and Maintenance Agreement

This support and maintenance agreement (the "Support and Maintenance Agreement") between Consultant and Organization becomes effective on the invoice date for the first instalment payment as described in Paragraph 3. This date becomes the anniversary date of the agreement. Payment for the first year Annual Support and Maintenance Fee is as described in Paragraph 3.

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License, Implementation and Support and Maintenance Agreement.

1. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Agreement.
2. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide software support via telephone and electronic mail, and site visits when necessary consistent with the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant). To enable Consultant to provide effective support, the Organization will establish auto remote access based on remote access procedures compatible with Consultant's practices with the Organization's consent.
3. In consideration for the support services specified in Section 2, Organization shall pay the Annual Support and Maintenance Fee of \$45,775. The first instalment payment for the first year Annual Support and Maintenance Fee is \$22,887.50 and is due at the start of Hard Parallel. The second instalment payment for the first year Annual Support and Maintenance Fee is \$22,887.50 and is due at "GoLive". Thereinafter, the Annual Support and Maintenance Fee will be billed annually in advance beginning on the anniversary of the Support and Maintenance Agreement or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Consultant issue a prorated invoice for the portion of the year remaining in said initial year. Consultant will cap the Annual Support and Maintenance Fee increase at 2,5% per year for year two(2) through year four (4). In addition to the Annual Support and Maintenance Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:
 - (a) courier services, photocopying, faxing and reproduction services, all reasonable travel costs, meal expenses of not more than \$50.00 per diem, and a \$100 per diem for weekend days (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and all other reasonable expenses incurred in the performance of Consultant's duties hereunder.

Consultant may update its reimbursement policies to maintain compliance with the Internal Revenue Service's recommended rates for per diem and mileage reimbursement.

4. All support services provided by Consultant to Organization other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's the current proposed rates, policies and terms for a period of three years. For certainty, any updates of, or enhancements to, the Software will be made available to Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.
5. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.
6. The initial term of this Agreement shall be for one year beginning on the date determined in the opening paragraph of this Schedule D. The Agreement shall continue thereafter on an annual basis provided that Organization shall pay the then prevailing Annual Support and Maintenance Fee, unless terminated by either party upon giving to the other not less than 90 days notice in writing prior to the end of the first year or any subsequent anniversary of such date. If the Support and Maintenance Agreement is terminated by Organization, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, services for the Software, or access to the Source in escrow upon the occurrence of any event specified in Section 2.6(d) of the Agreement. For certainty, and without mitigating the application of the Agreement during the term of this Support and Maintenance Agreement, the terms and conditions of the Agreement relating to the license of the Software and the Documentation and the rights and obligations of the parties with respect thereto will continue to apply to Organization following the termination of this Agreement.
7. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Organization shall acquire no proprietary rights by virtue hereof.
8. Unless terminated pursuant to Paragraph 6 hereof, this Support and Maintenance Agreement shall remain in full force and effect except as terminated as follows:
 - (a) if either party neglects or fails to perform, observe or cure within ninety (90) days of written notice of such failure to perform any of its existing or future obligations.
 - (b) If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.
9. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Agreement.

10. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
11. A valid contract binding the parties hereto shall come into being only upon execution of this Support and Maintenance Agreement by a duly authorized agent, officer or representative of both parties.
12. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
13. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.
14. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Consultant shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
15. (a) The Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

(i) FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONSULTANT SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO THE

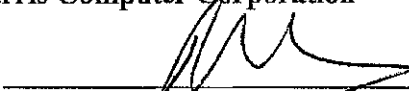
CONSULTANT UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

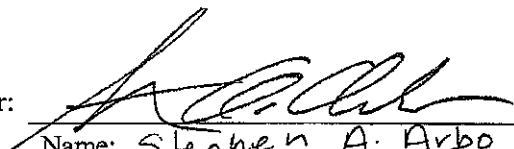
- (ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONSULTANT BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONSULTANT SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.
 - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.
16. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
 17. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
 18. This Support and Maintenance Agreement shall be governed by the laws of the State in which the Organization is located.
 19. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the Agreement.
 20. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
 21. Time shall be of the essence of this Support and Maintenance Agreement.

22. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
23. The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Support and Maintenance Agreement and carry out its provisions.
24. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. Harris Computer Corporation

Per: 
Name: Peter Fanous
Title: General Manager

Per: 
Name: Stephen A. Arbo
Title: City Manager

Per: _____
Name:

Title:

EXHIBIT 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit I is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free eSupport access 24 x 7 with the following on-line benefits:
 - Log & close calls
 - View & update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
 - Report on metrics
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Payroll regulated changes
 - Participation in BETA program
 - Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Outstanding Calls Report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)

HelpDesk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support is available from 8:00 p.m. EST through to 8:00 a.m. EST and is billable on an hourly basis. Support hours may vary by specific product line. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Priority 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against your all in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, your support call will be closed and replaced by the development id number. The development id number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Schedule "F"

Sample Form Change Order

Change Order

(a) Contact & General Information

| | | | |
|--------------|-------|-------------|-------|
| Client | _____ | Date | _____ |
| Client | _____ | | |
| Contact | _____ | Software | _____ |
| Client Email | _____ | Application | _____ |

(b)
(c) Description of Work

Attachments:

(d) Client Approval

| | | |
|----------------------|-------------|--------|
| _____ | _____ | _____ |
| 000 | | \$0.00 |
| Chargeable Hours | Rate | Amount |
| _____ | _____ | _____ |
| 000 | 000 | |
| Non-Chargeable Hours | Total Hours | |

Client Signature _____ **Date** _____
Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

(e) Internal Use Only

| | | | | |
|------------|---------------|-----------------|-------|---------|
| Customer # | Application # | Originated by # | PO# | 0000000 |
| _____ | _____ | _____ | _____ | _____ |

Schedule "G"

CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.View License Fees

Server license is defined as one (1) server hosting CIS Infinity's server application and/or database. The server license allows unlimited individual CIS Infinity databases provided it is installed on the same server.

User license is defined as one (1) user logged into CIS Infinity. CIS Infinity may be installed on an unlimited number of workstations. A user license will be used for each user logged into any of the databases utilizing the server license, as defined above.

Infinity.Link license is defined as one (1) installation of Infinity.Link running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

Notwithstanding anything to the contrary, no additional license or fees shall be required for installation and/or use of the Software for the purposes of disaster recovery.

The below price listing is provided for reference purposes only and is subject to change at any time without notification from Consultant.

One (1) CIS Infinity license costs \$3,500.00

Server License fee tiers:

Tier 1: Server License fee to accommodate 1 to 5 users, inclusive is \$50,000.

Tier 2: Server License fee to accommodate 6 to 10 users, inclusive is \$50,000

Tier 3: Server License fee to accommodate 11 to 15 users, inclusive is \$75,000

Tier 4: Server License fee to accommodate 16 to 20 users, inclusive is \$75,000

Tier 5: Server License fee to accommodate 21 to 25 users, inclusive is \$100,000

Tier 6: Server License fee to accommodate 26 to 30 users, inclusive is \$100,000

Tier 7: Server License fee to accommodate 31 to 35 users, inclusive is \$125,000

Tier 8: Server License fee to accommodate 36 to 40 users, inclusive is \$145,000

Tier 9: Server License fee to accommodate 41 to 45 users, inclusive is \$150,000

Tier 10: Server License fee to accommodate 46 to 50 users, inclusive is \$150,000

Tier 11: Server License fee to accommodate 51 to 55 users, inclusive is \$175,000

Tier 12: Server License fee to accommodate 56 to 60 users, inclusive is \$175,000

Tier 13: Server License fee to accommodate 61 to 65 users, inclusive is \$200,000

Tier 14: Server License fee to accommodate 66 to 70 users, inclusive is \$200,000

Tier 15: Server License fee to accommodate 71 to 75 users, inclusive is \$250,000

Tier 16: Server License fee to accommodate 76 to 80 users, inclusive is \$275,000

Tier 17: Server License fee to accommodate 81 to 85 users, inclusive is \$275,000

Tier 18: Server License fee to accommodate 86 to 90 users, inclusive is \$285,000

Tier 19: Server License fee to accommodate 91 to 95 users, inclusive is \$305,000

Tier 20: Server License fee to accommodate 96 to 100 users, inclusive is \$340,000

Additional server license fee tiers are available for a higher number of users upon request.

Server license fees are cumulative. Server license fees paid previously by the Organization are deducted from the new server license fee if Organization increases the number of users and goes to a new server license fee tier, as described above.

Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for CIS Infinity is 25% of the total license fees (server license fee plus total user license fees) due for CIS Infinity and is subject to the terms described in the Support and Maintenance Agreement.

The standard rate for ongoing services provided to the Organization outside of this agreement is at a minimum of \$150.00/Hour.

Travel time, or the time it takes to get to and from the Organization's location or locations is \$75.00/hour.

One (1) Infinity.Link license fee is \$40,000. The annual maintenance fee for Infinity.Link is \$10,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.Link is \$12,000. Other hours may be required depending on the scope of the work requested by the Organization.

An Infinity.View license is defined as one (1) installation of Infinity.View running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

One (1) Infinity.View license fee is \$15,000. Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for Infinity.View is \$5,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.View is \$3,000 hours at our standard rate. Other hours may be required depending on the scope of the work requested by the Organization.

An Infinity.Mobile license is defined as one (1) installation of Infinity.Mobile running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

One (1) Infinity.Mobile license fee is \$30,000. Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for Infinity.Mobile is \$10,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.Mobile is \$15,000 hours at our standard rate. Other hours may be required depending on the scope of the work requested by the Organization.

Schedule "H"

RFP – Consultant proposal to Organization

RFP

Lee Sur

Advanced RFP
Response for Lee Sur

Schedule "I"

System Software – to be attached if applicable

Schedule "J"

Hardware -- to be attached if applicable

November 7, 2016

City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri
64063

Attention: Beth Johnson

Dear Beth,

The purpose of this letter is to inform you that Advanced Utility Systems is the sole and exclusive developer, owner and distributor of CIS Infinity, Infinity.Link, and Infinity.Mobile software. No one else is allowed to sell or support this software as we are the sole-source for manufacturing and distributing the software. We maintain exclusive rights to sell our software and we have no distributors. Furthermore, we retain sole rights to provide annual maintenance as well as training services.

Should you have any questions at all, please contact me.

Kind Regards,



Tracey Band
Director of Support
Advanced Utility Systems



SOLE SOURCE PURCHASE JUSTIFICATION FORM

SUBMIT THIS FORM TO THE PROCUREMENT AND CONTRACT SERVICES DIVISION FOR APPROVAL PRIOR TO PLACING AN ORDER DOCUMENTATION FROM THE SUPPLIER/CONTRACTOR/MANUFACTURER IDENTIFYING SPECIFICS AS TO WHY THEY SHOULD BE CONSIDERED A "SOLE SOURCE" IS REQUIRED TO BE SUBMITTED WITH THIS FORM

Date: 4/3/17 Department: ITS Requested By: Beth Johnson

Vendor Contacted & Address: Advanced Utility Systems / Contact: Tracey Band
1 Antare S Dr, Suite 400
Ottawa ON K2E 8C4
 Phone Number: 613 226-5511 2203

Give a brief description of the item or service requested; why you feel it is unique and why no other source will meet the need (attach separate sheet/memo if needed):

Our utility billing application was awarded to Advanced Utility in October 2010 through RFP 10-013. This sole source is for the continued annual software maintenance and support for this application used by Water Support Services. Section XV.A and B.6 of the City's Purchasing Policy identifies maintenance and support contracts with vendors of software or hardware which are required to maintain warranty compliance or pursuant to existing license agreements as per-se sole sources.

Estimated Annual Cost: 2017 - \$54,800.40 Was the request budgeted? Yes No
 2018 - \$55,896.41
 2019 - \$57,014.34
 2020 - \$58,154.62
 2021 - \$59,317.72

Term of this sole source is: 01/01/2017 through 12/31/2021

Sole source term is valid for one year unless a contract with multiple renewals is established based on the sole source request. Any exceptions must be approved as designated below. Will a yearly contract be established based on this sole source? Yes No

| Other Contacts | Their Responses: |
|----------------|------------------|
| Name: _____ | _____ |
| Address: _____ | _____ |
| Phone #: _____ | _____ |
| Name: _____ | _____ |
| Address: _____ | _____ |
| Phone #: _____ | _____ |

Was the manufacturer contacted for other distributors? Yes No

Please explain:

Advanced Utility Systems is the sole developer and distributor of this application leaving this vendor as the only company to be able to support and provide upgrades to this application. See attached sole source letter.

I concur with the above explanations and approve this request:

[Signature] 4/26/17 [Signature] 4/26/17
 Department Director Date City Manager Date

[Signature] 4/26/17 _____
 Procurement and Contract Services Manager Date Park Administrator Date

City Clerk as approved by Council _____ Date

APPROVALS REQUIRED:

| | |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS & RECREATION): | |
| \$ 1,000 - \$ 9,999 | Department Director, Procurement and Contract Services Manager Approval |
| \$ 10,000 - \$ 19,999 | Department Director, Procurement and Contract Services Manager Approval, City Manager Approval |
| \$ 20,000 & Above | Department Director, Procurement and Contract Services Manager Approval, City Manager & City Council Approval |
| APPROVALS REQUIRED FOR PARKS & RECREATION ONLY: | |
| \$ 1,000 - \$ 9,999 | Parks Administrator & Procurement and Contract Services Manager Approval |
| \$ 10,000 - \$ 19,999 | Parks Administrator, Procurement and Contract Services Manager Approval |
| \$ 20,000 & Above | Parks Administrator, Procurement and Contract Services Manager Approval & Park Board Approval |

Packet Information

File #: 2017-1115, **Version:** 1

APPROVAL OF A RESOLUTION AUTHORIZING THE CITY OF LEE'S SUMMIT TO PARTICIPATE IN, SPONSOR, CONDUCT, AWARD OR ADMINISTER COOPERATIVE PURCHASING PROGRAMS ("APPROVED LIST") FOR THE 2018 FISCAL YEAR.

Issue/Request:

The Procurement and Contract Services Division is requesting approval of a resolution authorizing the City of Lee's Summit to participate in, sponsor, conduct, award or administer cooperative purchasing programs ("Approved List") for the 2018 fiscal year.

Key Issues:

Pursuant to Section VII, paragraph 1.B of the Purchasing Policy, each even numbered year, the City Council shall pass a resolution not less than each July of each even numbered year authorizing the City to participate in any and all cooperative purchasing programs ("Approved List") deemed appropriate.

- Cooperative purchasing programs follow a competitive bidding process.
- Cooperative purchasing programs are beneficial to the City because goods and services can be purchased utilizing economies of scale thereby making the purchase of such goods and services more cost effective as well as reducing administrative costs.
- Council approval is provided up front on an annual basis for the City to purchase any budgeted item from said cooperative purchasing programs ("Approved List") for the identified fiscal year.
- Council approval is required for all purchases of unbudgeted items in excess of \$20,000.00.
- Per the attached resolution, approval of the cooperative purchasing programs ("Approved List") would be available for utilization during fiscal year 2018.

Proposed Committee Motion:

I move to recommend to City Council APPROVAL OF A RESOLUTION AUTHORIZING THE CITY OF LEE'S SUMMIT TO PARTICIPATE IN, SPONSOR, CONDUCT, AWARD OR ADMINISTER COOPERATIVE PURCHASING PROGRAMS ("APPROVED LIST") FOR THE 2018 FISCAL YEAR.

Background:

- The City of Lee's Summit, Missouri adopted a Purchasing Policy on February 18, 1999 (Resolution No. 99-04). The purchasing policy has been revised over the years per the following actions:
 - Resolution No. 03-07, adopted May 2003.
 - Revised pursuant to Administrative Amendment 05-01, dated November, 2005.
 - Revised pursuant to Resolution No. 05-16, passed by City Council, December 1, 2005.

- Revised pursuant to Resolution No. 06-06, passed and adopted by City Council, March 9, 2006.
 - Revised by the City Administrator through Revision No. 07-02 adopted September 1, 2007.
 - Revised by the City Administrator through Revision No. 07-03 adopted August 28, 2007.
 - Revision 08-1 adopted November 17, 2008 by the City Manager and
 - Revision 09-01 adopted February 20, 2009 by the City Manager.
- During the presentation to and approval by City Council of RESOLUTION 16-20 on October 6, 2016, it was determined that the presentation of the participation in and utilization of cooperative purchasing programs (“Approved List”) would be presented to Council during budget season on an annual basis and upon approval, would be in effect for the upcoming fiscal year.

Impact/Analysis:

Approval of this Resolution would allow the City of Lee’s Summit to continue to participate in cooperative purchasing programs (“Approved List”) and continue to take advantage of economies of scale and reduction in administration costs which exemplifies the conscientiousness and cost effective utilization of tax payer dollars.

Presenter: Ben Calia-Procurement and Contract Services Manager

Recommendation: Staff recommends the approval of APPROVAL OF A RESOLUTION AUTHORIZING THE CITY OF LEE’S SUMMIT TO PARTICIPATE IN, SPONSOR, CONDUCT, AWARD OR ADMINISTER COOPERATIVE PURCHASING PROGRAMS (“APPROVED LIST”) FOR THE 2018 FISCAL YEAR.

Committee Recommendation: THE BUDGET AND FINANCE COMMITTEE RECOMMENDS PLACEMENT ON THE NEXT APPROPRIATE CITY COUNCIL AGENDA APPROVAL OF A RESOLUTION AUTHORIZING THE CITY OF LEE’S SUMMIT TO PARTICIPATE IN, SPONSOR, CONDUCT, AWARD OR ADMINISTER COOPERATIVE PURCHASING PROGRAMS (“APPROVED LIST”) FOR THE 2018 FISCAL YEAR.

RESOLUTION NO. 17-

A RESOLUTION AUTHORIZING THE CITY OF LEE'S SUMMIT, MISSOURI TO PARTICIPATE IN COOPERATIVE PURCHASING PROGRAMS FOR FISCAL YEAR 2018.

WHEREAS, the City of Lee's Summit Procurement and Contract Services Division of the Finance Department provides procurement of goods and services for some City operations; and

WHEREAS, by Resolution No. 99-04, on February 18, 1999, the City Council adopted the City's first Purchasing Policy, which set forth guidelines for obtaining necessary goods and services at the most economical prices while ensuring compliance with all applicable laws and policies and maintaining confidence in government expenditures; and,

WHEREAS, the City's Purchasing Policy was revised by Resolution No. 03-07 adopted May 2003; revised pursuant to Administrative Amendment 05-01, dated November, 2005; revised pursuant to Resolution No. 05-16, passed and adopted by City Council, December 1, 2005, revised pursuant to Resolution No. 06-06, passed and adopted by City Council, March 9, 2006; Revision 07-02 adopted September 1, 2007 by City Administrator; Revision 07-03 adopted August 28, 2007 by City Administrator; Revision 08-1 adopted November 17, 2008 by the City Manager and Revision 09-01 adopted February 20, 2009 by the City Manager; and

WHEREAS, Section VII, Paragraph (1) (B) of the current policy states that the City Council shall authorize by resolution from time to time, but not less than every even numbered year the participation of the City in any and all Cooperative Purchasing Programs which the Council believe appropriate (the "Approved List").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City of Lee's Summit is currently participating in or piggybacking off of the following cooperative procurement programs/contracts, and shall be authorized to continue to do so throughout Fiscal Year 2018: State of Oklahoma, KCRPC (Kansas City Regional Purchasing Cooperative-A division of MARC (Mid-America Regional Council), State of Missouri, US Communities, State of Kansas, City of Nixa, MO, MODOT (Missouri Department of Transportation), NASPO Valuepoint (The National Association of State Procurement Officials), Johnson County, KS, Kansas City, MO, Jackson County Courts, MARC (Mid America Regional Council), Kansas City Police Department, City of Independence, NJPA (National Joint Purchasing Alliance), GSA (Federal-General Services Administration), NIPA(National Intergovernmental Purchasing Alliance)/TCPN(The Cooperative Purchasing Network), NJPA (National Joint Purchasing Alliance), IDOT (Iowa Department of Transportation), Jackson County, MO, SEKESC (Southeast Kansas Educational Purchasing Agencies), City of Springfield, MO, Kansas City School District, City of St. Petersburg, FLA, Jasper County Sheriff Office, City of Olathe, KS, North Kansas City, MO, City of Clovis, New Mexico and NPP (National Purchasing Partners-Government).

SECTION 2. That the City of Lee's Summit shall further be authorized throughout Fiscal Year 2018 to participate in, sponsor, conduct, award, or administer a cooperative purchasing program with the United States or any agency of the United States; with the State of

RESOLUTION NO. 17-

Missouri or any agency, municipality or political subdivision of the State of Missouri; with other states or any agency, municipality or political subdivision of any other state; or with any association of municipalities, political subdivisions or national purchasing consortiums; provided that such contract was established in accordance with the laws and regulations applicable to the establishing entity and is consistent with the current policies adopted by the City of Lee's Summit and the laws of the State of Missouri.

PASSED AND ADOPTED by the City Council for the City of Lee's Summit, Missouri, this _____ day of _____, 2017.

Mayor Randall L. Rhoads

Attest:

City Clerk Denise R. Chisum

Approved as to Form:

Chief Counsel of Management and Operations/Deputy City Attorney
Jackie McCormick Heanue

COOPERATIVE/PIGGYBACK AGREEMENTS OVERVIEW-2017

| Commodity | Company | Originating Coop Entity | LS Contract # |
|-------------------------------------------------------|---------------------------------|-------------------------|--------------------|
| AED Lifepaks | Physio-Controls,Inc Medtronics | State of Oklahoma | 11-122/5R |
| AFIS System & Maintenance | MorphoTrak | State of MO | 2014-122/2R |
| Ammunition | 2 Vendor award-Gulf State | KCRPC | 2013-067/3R |
| Ammunition | 2 Vendor award-Ultra Max | KCRPC | 2013-067/3R |
| Ammunition | Simmons Gun Specialties | State of MO | 2016-089 |
| Athletic Supplies & PE Equipment* | BSN Sports/US Games | NJPA | 2017-093 |
| Athletic Supplies & PE Equipment* | Gopher Sport | US Communities | 2017-092 |
| Audio Visual Equip, Serv & Accessories | 6 Vendor Split-Cytek | State of Kansas | 2012-054 |
| Audio Visual Equip, Serv & Accessories | 6 Vendor Split-Mission Electric | State of Kansas | 2012-054 |
| Audio Visual Equip,Serv & Accessories | 6 Vendor Split-CCS | State of Kansas | 2012-054 |
| Audio Visual Equip,Serv & Accessories | 6 Vendor Split-KC Audio | State of Kansas | 2012-054 |
| Audio Visual Equip,Serv & Accessories | 6 Vendor Split-Senna Tech | State of Kansas | 2012-054 |
| Audio Visual Equip,Serv,& Accessories | 6 Vendor Split-SKC Comm | State of Kansas | 2012-054 |
| Badger Water Meters | Midwest Meters | City of Nixa, MO | 2016-082 |
| Beet Juice Anti/Deicing Fluid | SNI Solutions, Inc. | MODOT | 2015-101/1R |
| Biomedical Waste Disposal | MedAssure | KCRPC | 2014-024/3R |
| Carhartts-Insulated Outerwear | The Liberty Store | KCRPC | 2012-105/3R |
| Cisco Products and Support Services | Alexander Open Systems (AOS) | NASPO ValuePoint | 2013-016/3R |
| Communication System Upgrades | Motorola Solutions Inc. | JOCO | 2012-010/5R |
| Computer Equipment & Services | WorldWide Technologies | State of MO | 2012-024/3R |
| Computer Equipment, Software & Peripherals | 3 Vendor award-Dell | NASPO ValuePoint | 2016-055 |
| Computer Equipment, Software & Peripherals | 3 Vendor award-Lenovo | NASPO ValuePoint | 2016-055 |
| Computer Equipment, Software & Peripherals | 3 Vendor award-HP | NASPO ValuePoint | 2016-055 |
| Disposal of Surplus Electronics | Synetic Technologies | NJPA | 2016-116 |
| Dump Body, Snow Plow & Spreader for Trucks | American Equipment | KCMO | 2015-102/1R |
| Electrial Products | GrayBar Electric | US Communities | 2013-108/1R |
| Electric Motor Repair & Rewind Services | Independent Electric | KCMO | 2016-021 |
| Electrical Services & Repairs | RF Fisher Company | Jackson County Courts | 2014-145 |
| Electronic Supplies | Electronic Supply Co. | KCMO | 2015-003/2R |

COOPERATIVE/PIGGYBACK AGREEMENTS OVERVIEW-2017

| | | | |
|-----------------------------------------------|-------------------------------------|-----------------------------|-------------|
| Emergency LED Lights* | LE Uplifters | State of MO | 2017-079 |
| Emergency Medical Supplies | Bound Tree Medical | MARC/MARCER | 2013-004/1R |
| Emergency Road Flares | Gateway Safety | KCPD | 2014-018/2R |
| Emergency Vehicle Equipment | 911 Custom, LLC | City of Independence | 2016-085 |
| Emergency Vehicle Equipment | Ka-Comm, Inc. | KCRPC | 2015-032/1R |
| ESRI GIS Software & Maintenance | ESRI | State of MO | 2015-055 |
| Exercise Equipment & Accessories | Life Fitness /Advanced Exercise | NJPA | 2014-153/1R |
| Fabrication/Install & Repair Auto/Equipment* | American Equipment | KCMO | 2017-044 |
| Fence Materials and Installation | Guier Fence Company | City of Independence | 2015-087/1R |
| Fertilizers and Chemicals* | Supreme Turf | Jackson County, MO | 2017-015 |
| Fertilizers and Chemicals* | Reinders | Jackson County | 2017-015 |
| Fiber Restoration, Install & Maintenance | K & W Underground | City of Olathe, KS | 2016-005 |
| Fire Extinguisher-Inspection, R & M | Keller Fire and Safety | KCMO | 2016-118 |
| Fitness Equipment & Supplies | PushPedalPull(P3) Precor | NJPA | 2016-106 |
| Fleet Management Technology Solutions | Syn-Tech Systems | NJPA | 2014-020 |
| Food Service Supplies | US Foods | State of MO | 2014-126 |
| Galvanized/Aluminum Pipe & Fittings | KC Winwater Works | KCMO | 2015-106 |
| General Purpose ITS Equipment, & Services | DLT Solutions | GSA | 06-094/2R |
| Groundskeeping/Sports Field Maint Equipment | Professional Turf | NIPA/TCPN | 2013-139 |
| Hazardous Waste Collection | Heritage Environmental | KCMO | 08-182/7R |
| Heavy & Utility Equipment | Murphy Tractors/FellingTrailer | NJPA | 2015-022 |
| Highway maint Mowing & Grounds Care Equipment | John Deere | Iowa-Dept of Transportation | 11-109 |
| HVAC Equipment & Service | Trane USA | NIPA/TCPN | 2014-022 |
| Ind High CFM Vac/Power Rodding | Ace Pipe Cleaning, Inc. | KCMO | 2012-003/5R |
| IT Equipment, Software & Services | MSI/Carahsoft | GSA | 2013-078 |
| IT Products and Services | Alexander Open Systems (AOS) | KC School Dist. | 2016-127 |
| ITS Audio Equipment & Software | AVI Systems, Inc. | GSA | 2013-039/1R |
| ITS Professional Services | JMA | GSA | 05-256/2R |
| Janitorial Supplies | Royal Papers, inc. | KCMO | 2013-140/2R |
| Joint Vehicle Bid | Multi Vendors: Shawnee Mission Ford | City of Independence | 2014-044/2R |

COOPERATIVE/PIGGYBACK AGREEMENTS OVERVIEW-2017

| | | | |
|----------------------------------------------|-------------------------------------|-----------------------|-------------|
| Joint Vehicle Bid | Roberts Chevrolet | City of Independence | 2014-044/2R |
| Joint Vehicle Bid | Olathe Ford | City of Independence | 2014-044/2R |
| Joint Vehicle Bid | Landmark Dodge | City of Independence | 2014-044/2R |
| Joint Vehicle Bid | Dick Smith Ford | City of Independence | 2014-044/2R |
| Joint Vehicle Bid | KC Freightliner | City of Independence | 2014-044/2R |
| Joint Vehicle Bid | Summit Truck/Diamond Intl | City of Independence | 2014-044/2R |
| Law Enforcement Armored Vehicles | Lenco Inc. | GSA | 2016-010 |
| Law Enforcement & Security Equipment | Tactical Technologies | GSA | 2015-097 |
| Law Enforcement Solutions | SRN-dba Stop Rubbernecking | GSA | 2016-129 |
| Light Duty Vehicles | Capitol Chrysler Dodge Jeep | MODOT | 2015-069/1R |
| Locksmith & Security Services | Kenton Brothers | Jackson County | 2013-010/3R |
| Medical Billing Services | Digitech Computer, Inc | JOCO | 2015-012/1R |
| Medical Gases | Helgat Gas | MARC/MARCER | 2016-015 |
| MRO (Maint. Repair & Ops)Supplies | 3 Vendor split-Grainger | State of MO | 11-134/1R |
| MRO (Maint. Repair & Ops)Supplies | 3 Vendor split-Fastenal | State of MO | 11-134/1R |
| MRO (Maint. Repair & Ops)Supplies | 3 Vendor split-MSC | State of MO | 11-134/1R |
| Multipurpose Paper | Office Essentials, Inc. | Jackson County Courts | 2016-108 |
| Natural Gas Marketer Svs | Continuum Energy-Revenue Generating | City of Clovis NM | 2014-029/1R |
| Office Supplies | Office Depot | NJPA | 2015-065 |
| Offsite Records Storage Services | Iron Mountain | KCMO | 2015-109 |
| Painting Services* | Dayco Painting | KCMO | 2017-039 |
| Park Equipment* | Diversified Metals | State of MO | 2017-038 |
| Petroleum Products | Heathwood Oil | KCRPC | 2016-009/1R |
| Playground & Recreation Equipment | Porter Corp (Polligon) | NJPA | 2015-079 |
| Playground Equipment | Kompan | US Communities | 11-048/1R |
| Playground Equipment | Const Playthings | SEKESC | 2015-082 |
| Playground Equipment | AB Creative | SEKESC | 2015-082 |
| Plows, Spreaders, Dump Body & Misc Equipment | American Equipment | KCMO | 2016-048 |
| Playground Structures & Equipment* | Athco, LLC | SEKESC | 2017-096 |
| Professional Weather Forecasting Services | Weather Or Not | City of Springfield | 2016-002 |
| Public Safety Computer System | Turn-Key Mobile | Jasper County Sheriff | 2015-024/1R |
| Public Safety Radio System | Commenco, Inc. | MARC/MARCER | 2014-141/2R |
| Public Safety, Emergency Services | Safeware, Inc. | US Communities | 2012-081/1R |

COOPERATIVE/PIGGYBACK AGREEMENTS OVERVIEW-2017

| | | | |
|--------------------------------------------|-----------------------------|------------------------|-------------|
| Pulverized Topsoil* | Mission Organic | KCMO | 2017-016 |
| Recreation & Aquatic Products/Services | Vortex | NPP | 2016-088 |
| Rental & Service of Parts & Paint Washers | Safety Kleen | KCMO | 2013-129/3R |
| Repairs:Brakes, Chassis,Align & Supsension | A-1 Alignment Shop | KCMO | 2016-018 |
| Road Salt and Deicer | 2 Vendor award-Central Salt | KCRPC | 2014-125/2R |
| Road Salt and Deicer | 2 Vendor award-Scotwood Ind | KCRPC | 2014-125/2R |
| Roofing Services | Delta Innovatve | Jackson County Courts | 2015-105 |
| Sanitary Sewer CIPP Rehab | SAK Construction | JOCO | 2014-138/2R |
| Sewer Main Rehabilittation* | Instituform | KCMO | 2017-062 |
| Sewer TV Truck Equipment | Key Equipment | NJPA | 2016-016 |
| Small Construction Projects | The Wilson Group | NJPA | 2014-017/3R |
| Software Training | Centriq | State of MO | 2013-028/3R |
| Street Sweeper | Key Equipment | MODOT | 2017-081 |
| Storm Warning Sirens & Repairs | Federal Signal/Blue Valley | KCRPC | 2015-025/1R |
| Surveillance Cameras & Installation | Electric Technology | KCRPC | 2017-061 |
| Systems Office Furniture | BA Designs | NJPA | 2017-084 |
| Tactical Vests | Alamar Uniforms | City of Independence | 2014-074/2R |
| Tires, Tubes and Related Services | 3 Vendor Award-Goodyear, | State of MO | 2016-126 |
| Tires, Tubes and Related Services | Bridgestone | State of MO | 2016-126 |
| Tires, Tubes and Related Services | Michelin | State of MO | 2016-126 |
| Traffic Control Products & Solutions | TAPCO | US Communities | 2014-127 |
| Traffic Signs & Supplies | J & A Traffic | Jackson County | 2015-098 |
| Water and Sewer Supplies | HD Supply Waterworks | City of St. Petersburg | 2016-113 |
| Wide Format Plotter/Scanner | Drexel Technologies | N KCMO | 2014-075 |

| | | |
|---------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------|
| GSA Contracts: | 7 | NASPO ValuePoint: The National Association of State Procurement Officials |
| State Contracts: | 21 | U.S. Communities National Cooperative Purchasing Program |
| DOT Contracts: | 2 | NJPA: National Joint Purchasing Alliance |
| City/County/Regional Contracts/Cooperative: | 59 | NIPA/TCPN: National IPA (National Intergovernmental Purchasing Alliance/TCPN (The Cooperative Purchasing Network) |
| National Cooperatives | 27 | SEKESC: Southeast Kansas Education Service Center at Greenbush (Member of AEPA-Association of Educational Purchasing Agencies |
| Total No. of Cooperatives | 116 | NPP: National Purchasing Partners-Government |
| | | GSA: Government Services Administration |
| NEW COOPERATIVES AS OF 4-1-2017 | 11* | NPP: National Purchasing Partners-Government |

COOPERATIVE/PIGGYBACK AGREEMENTS OVERVIEW-2017

| | | | |
|---------------------------|-----|-----------------------------------------------|-----|
| Capital Items Coops | 30 | Capital Item Coops-Percent of all Coops | 26% |
| Non-Capital Items Coops | 85 | Non-Capital Item Coops-Percent of all Coops | 73% |
| Revenue Generating Coop | 1 | Revenue Generating Coops-Percent of all Coops | 1% |
| Total No. of Cooperatives | 116 | | |

amendment to the contract. The contract amendment should contain the change in scope of services and/or in cost must be approved by the Department Director and Purchasing Division. These change orders may involve such issues as additional tasks, deletion of tasks, cost changes, and extensions of time.

In the event the change order itself contains costs in an amount in excess of \$20,000, the change order must go to City Council for approval. In the event a series of change orders on a single contract accumulates to an amount in excess of \$20,000, all subsequent change orders, regardless of amount, must go to the City Council for approval.

- C. Purchase Orders. Change orders to purchase orders are only allowed if the change is in the cost of the item being purchased. No change orders are allowed for changes in quantity or scope of original purchase order. Changes in quantity or scope are to be purchased with separate purchase order numbers. See applicable price range provisions regarding repeat orders.

Purchase Order Change order cost adjustments in an amount up to \$3,000 requires prior approval of the Purchasing Division.

Purchase Order Change order cost adjustments in an amount up to \$20,000 require prior approval of Purchasing Division and City Administrator.

Purchase Order Change order cost adjustments in an amount over \$20,000 require prior approval of the Purchasing Agent, City Administrator and City Council.

VII. COOPERATIVE PROGRAMS AND AGREEMENTS

Revised per Administrative Amendment 05-01, dated November, 2005

1. COOPERATIVE PURCHASING PROGRAMS

- A. As used in this Article, the term "cooperative purchasing program" refers to programs through which the members of the program may acquire goods and

services in cooperation with other members of the program, thereby saving money on the purchase of goods and services through economies of scale and through the reduction of administrative costs. Subject to the provisions of this Article, the Purchasing Agent is authorized to participate in cooperative purchasing programs with the United States or any agency of the United States; with the State of Missouri or any agency, municipality or political subdivision of the State of Missouri; with other states or any agency, municipality or political subdivision of any other state; or with any association of municipalities or political subdivisions; provided that the cooperative purchasing program follows a competitive bidding process.

- B. From time to time, but not less than each July of each even numbered year, the City Council shall authorize by resolution the participation of the City in any and all Cooperative Purchasing Programs which the Council believe appropriate (the "Approved List"). The Purchasing Division shall be responsible for notifying the departments of current approved cooperative purchasing programs and any limitation or special requirements for their use.
- C. Council approval shall not be required for the purchase of any budgeted items from purchasing programs which are on the Approved List. City Council approval will be required for all purchases of unbudgeted items in excess of \$20,000. Specific unbudgeted items less than \$20,000 may be purchased through a cooperative purchasing program on the Approved List provided an alternative funding source with the respective Department's budget is identified in writing to the Finance Director and City Administrator.
- D. During the annual City budget approval process, if a Department knows a proposed budgeted item will be purchased through a cooperative purchasing program or acceptable purchasing agreement, as defined below, the Department shall provide such information to the City Council.

2. COOPERATIVE PURCHASING AGREEMENTS

- A. The City may procure goods or services pursuant to an acceptable cooperative purchasing agreement. An "acceptable cooperative purchasing agreement" is an agreement between a governmental entity and a third party which meets the following conditions:
1. the contract followed a competitive bidding process and was established in accordance with the laws and regulations applicable to the establishing governmental entity;
 2. the contract contains the same, or better, terms, conditions, specifications and pricing for the respective item that the City Department seeking the acquisition would bid and purchase on its own; and
 3. the contract contains a cooperative purchasing clause (sometimes referred to as a "piggyback" clause) which authorizes other governmental entities to purchase under the contract with the same terms and conditions.
- B. In the event a Department desires to acquire goods or services through a cooperative purchasing agreement, the Department Director or designated representative shall contact the Purchasing Department. The Purchasing Agent, or Purchasing Agent's designated representative, shall determine whether the proposed agreement is an acceptable cooperative purchasing agreement. After this determination is made the matter shall be forwarded to the City Administrator for review.
- C. The City Administrator is authorized to approve purchases through acceptable cooperative purchasing agreements, subject to the following conditions:
1. City Council approval will be required for all purchases of unbudgeted items in excess of \$20,000.00
 2. Specific unbudgeted items less than \$20,000.00 may be purchased through a cooperative purchasing program provided an alternative funding source with the respective Department's budget is identified in writing to the Finance Director and City Administrator.
- Council approval shall not be required for the purchase of any budgeted items from acceptable cooperative purchasing agreements.

VIII. TERM AND SUPPLY AND ANNUAL CONTRACTS

Packet Information

File #: TMP-0488, **Version:** 1

AN ORDINANCE TERMINATING AND DISSOLVING THE CHAPEL RIDGE TAX INCREMENT FINANCING PLAN, SPECIAL ALLOCATION FUND, AND THE TAX INCREMENT FINANCING ASSOCIATED THEREWITH, AND TERMINATING THE DESIGNATION OF THE REDEVELOPMENT AREA UNDER SAID PLAN AS A REDEVELOPMENT AREA

Issue/Request:

TO APPROVE AN ORDINANCE TERMINATING AND DISSOLVING THE CHAPEL RIDGE TAX INCREMENT FINANCING PLAN, SPECIAL ALLOCATION FUND, AND THE TAX INCREMENT FINANCING ASSOCIATED THEREWITH, AND TERMINATING THE DESIGNATION OF THE REDEVELOPMENT AREA UNDER SAID PLAN AS A REDEVELOPMENT AREA

Key Issues:

Whether to approve the Ordinance to terminate and dissolve the Chapel Ridge Tax Increment Financing Plan, Special Allocation Fund, and the Tax Increment Financing associated therewith, and, terminate the designation of the Redevelopment Area under said plan as a redevelopment area.

Proposed Committee Motion:

I move to recommend to City Council the approval of the Ordinance terminating and Dissolving the Chapel Ridge Tax Increment Financing Plan, Special Allocation Fund, the Tax Increment Financing associated therewith, and terminating the designation of the Redevelopment Area under said plan as a redevelopment area.

Background:

The Chapel Ridge Tax Increment Financing Plan was approved and the Chapel Ridge Redevelopment Area as well as the Special Allocation Fund and tax increment financing for the Redevelopment area were established by Ordinance 5070 passed on December 7, 2000. The Plan was subsequently amended by Ordinance 6227 passed on July 27, 2006. The Chapel Ridge TIF Redevelopment Area was created to develop land North of Strother Road, formerly included in the North Tax Increment Financing District that had not been developed.

The Developers agreed to construct certain Public Road Improvements, including: The realignment and improvement of Ralph Powell Road to a four lane parkway from Woods Chapel Road to Strother Road; the realignment and improvement of Strother Road to four lanes, with appropriate turn lanes, from the Interchange on I-470 to a point west of its intersection with Ralph Powell Road; the installation of a traffic signal at the intersection of I-470 and Woods Chapel Road; the design and construction of the I-470 interchange at Strother Road; construction of a new collector road (Todd George) from Woods Chapel Road to Colbern Road; and the design and construction of four Project II roads in Redevelopment Project II (Northeast Akin Drive, Northeast Akin Terrace, Northeast Meadowview Drive, and Northeast Lone Hill Road). All the road public road improvements have been completed, and, all Public Road improvement costs have been

reimbursed.

As part of the Development process, The Strother Road Transportation Development District was formed to assist with the construction and payment for Public Road Improvements in the geographic area also containing the Chapel Ridge Tax Increment Financing District's improvements. Under the terms of the Cooperative Agreement among the City, the Strother Road Transportation Development District, and the Developers, the Chapel Ridge TIF Redevelopment Area revenues were pledged to help pay the debt service on bonds issued by The Strother Road TDD to construct the Public Road Improvements listed in the Chapel Ridge TIF Plan as amended. The final outstanding bonds issued by The Strother Road TDD to construct the Public Road Improvements were redeemed in whole on May 1, 2017.

Thus, all debt obligations related to the construction of the Public Road Improvements specified in the Chapel Ridge TIF contracts have been paid in full at this time.

Monies remaining in the Special Allocation Fund have been distributed as surplus funds in accordance with Section 99.850 of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865 RSMo (the "Act"), and, no monies remain in the Special Allocation Fund established under the Chapel Ridge Tax Increment Plan as amended.

Impact/Analysis:

Since all the Public Road Improvements required to be constructed under the Chapel Ridge Tax Increment Financing Plan have been constructed, either by the Developers, the Missouri Department of Revenue, or The Strother Transportation Development District, and all associated costs related to the construction of the Public Road Improvements have now been paid in full, the Chapel Ridge Tax Increment Financing Plan has been fulfilled. No other projects were contemplated to be constructed under the terms of the Amended and Restated Chapel Ridge Tax Increment Financing Plan. Also, all remaining monies in the Special Allocation Fund after the payment of all costs have been distributed as surplus funds under the Act.

Since the Plan has been fulfilled and costs paid in full, and all the remaining monies in the Special Allocation Fund after the payment of all costs have been distributed pursuant to the Act, the Chapel Ridge Tax Increment Financing Plan and Redevelopment Project Area thereunder can be terminated. The termination of the Plan and Redevelopment Project Areas will end the Payment in Lieu of Taxes segregation of real estate taxes and return the real estate to the regular tax rolls, and also terminate the collection of Economic Activity Taxes in the Redevelopment Area and allow the sales taxes generated by the taxing jurisdictions to remain with the taxing jurisdictions.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Conrad E Lamb

Recommendation: Staff recommends the committee refer the Ordinance to terminate the Chapel Ridge Tax Increment Financing Plan, the Redevelopment Areas under the Plan, and the Special Allocation Fund to the City Council.

Committee Recommendation: The committee recommends the full City Council approve An Ordinance Terminating and Dissolving the Chapel Ridge Tax increment Financing Plan, Special Allocation Fund, and the Tax Increment Financing Associated therewith, and terminating the Designation of the Redevelopment Area under said Plan as a Redevelopment Area.

BILL NO.

ORDINANCE NO.

AN ORDINANCE TERMINATING AND DISSOLVING THE CHAPEL RIDGE TAX INCREMENT FINANCING PLAN, SPECIAL ALLOCATION FUND, AND THE TAX INCREMENT FINANCING ASSOCIATED THEREWITH, AND TERMINATING THE DESIGNATION OF THE REDEVELOPMENT AREA UNDER SAID PLAN AS A REDEVELOPMENT AREA.

WHEREAS, the City Council of the City of Lee's Summit, Missouri adopted Ordinance No. 5070 on December 7, 2000, which, among other things, approved the Chapel Ridge Tax Increment Financing Plan (the "Original Redevelopment Plan"), designated certain real property as a Redevelopment Area, and adopted tax increment financing with respect to the Redevelopment Area and established a Special Allocation Fund, all pursuant to the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865 RSMo. (the "Act"); and

WHEREAS, the City Council adopted Ordinance No. 6227 on July 27, 2006, approving the First Amendment (the "First Amendment") to the Original Redevelopment Plan; and

WHEREAS, revenues on deposit in the Special Allocation Fund have been applied to the payment in full of reimbursable project costs, all revenues remaining on deposit in the Special Allocation Fund after the payment of all reimbursable project costs, have been distributed as surplus funds in accordance with Section 99.850 of the Act, and there are no funds remaining in the Special Allocation Fund; and

WHEREAS, in accordance with the Act, the City Council for the City of Lee's Summit wishes to terminate the Redevelopment Plan and the designation of the Redevelopment Area as a redevelopment area, and dissolve the Special Allocation Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Redevelopment Plan is hereby dissolved in accordance with the Act and the redevelopment area of the Redevelopment Plan is hereby terminated as a "redevelopment area" within the meaning of the Act.

SECTION 2. That the Special Allocation Fund is hereby declared to be, and shall for all purposes be considered, dissolved and terminated, and the rates of the taxing districts shall be extended and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of tax increment financing.

SECTION 3. That the City Manager, the City Attorney, the City's Finance Director, and all other agents and representatives of the City, are hereby authorized to take any and all actions as may be deemed necessary, desirable, convenient or proper to carry out and comply with the intent of this Ordinance with regard to the termination of the Redevelopment Plan and the Special Allocation Fund.

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2017.

BILL NO.

ORDINANCE NO.

ATTEST:

Mayor Randall L. Rhoads

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this _____ day of _____, 2017.

ATTEST:

Mayor Randall L. Rhoads

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

City Attorney Brian Head

Packet Information

File #: 2017-1142, **Version:** 1

Presentation of the City Manager's 2017-2018 (FY18) Budget

Issue/Request:

Presentation of the City Manager's 2017-2018 (FY18) Budget

Key Issues:

The City Manager's Budget proposes a total appropriation of \$217,538,780 for all funds for the fiscal year beginning July 1, 2018 (FY18). The total includes the expenditure budgets within the following funds;

- GENERAL FUND \$67,190,459
- SPECIAL REVENUE FUNDS \$13,366,470
- DEBT SERVICE FUNDS \$11,244,005
- CAPITAL PROJECT FUNDS \$56,091,029
- ENTERPRISE FUNDS \$55,986,791
- INTERNAL SERVICE FUNDS \$13,660,025

The City Manager will present the key highlights and discuss the revenues and expenditures for these funds.

Proposed City Council Motion:

I move to direct staff to prepare an ordinance adopting the FY18 Budget.

Background:

Following this presentation, this item will be placed on the May 1st, May 8th, and May 15th Finance and Budget Committee meeting agendas to give the Committee time to review and discuss.

Approval of the annual budget requires a public hearing before the City Council which has been scheduled for May 18th. A notice to advertise the public hearing will be sent to local newspapers on May 2nd to allow for a 15 day public notice. Following the public hearing an ordinance adopting the budget will be scheduled for the June 1st City Council meeting.

Presenter: Stephen Arbo, City Manager

Recommendation: N/A

Committee Recommendation: N/A

BILL NO. 17-

AN ORDINANCE APPROVING, ADOPTING AND APPROPRIATING THE BUDGET OF THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

WHEREAS, in accordance with Section 11.2 of the Lee's Summit City Charter, the City Manager has submitted to the Mayor and Council a budget for the fiscal year ending June 30, 2017 and an accompanying message; and,

WHEREAS, in accordance with Section 11.5 of the Lee's Summit City Charter, the Council has caused to be published in one or more newspapers of general circulation in the city a general summary of the budget and a notice stating the times and places where copies of the message and budget were available for inspection by the public, and the time and place for a public hearing on the budget; and,

WHEREAS, a public hearing on the proposed budget for fiscal year ending June 30, 2018 was held on May 18, 2017, not less than two weeks after such publication.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the maximum amounts to be expended for the fiscal and budget year of 2017-2018 (FY18) are as follows, and said amounts are hereby approved, adopted and appropriated by funds:

2017 -2018 Budget

| Fiscal Year 2017 - 2018 | Interfund Transfers | Net Budget 2017 - 2018 |
|----------------------------|------------------------|---------------------------|
|----------------------------|------------------------|---------------------------|

General Fund

| | | | |
|-----------------------------|------------|---------|------------|
| Administration | 3,893,818 | 487,267 | 3,406,551 |
| Pub. Wks./Engineering | 5,591,202 | - | 5,591,202 |
| Law Enforcement | 19,921,760 | 28,791 | 19,892,969 |
| Fire/Ems Services | 17,758,282 | 57,903 | 17,700,379 |
| Finance | 8,582,255 | - | 8,582,255 |
| Legal Services | 1,398,271 | - | 1,398,271 |
| Municipal Court | 877,203 | - | 877,203 |
| PW Operations Division | 4,936,363 | - | 4,936,363 |
| Development Center | 3,597,057 | - | 3,597,057 |
| Planning & Special Projects | 634,248 | - | 634,248 |
| Total: | 67,190,459 | 573,961 | 66,616,498 |

BILL NO. 17-

Special Revenue Funds

| | | | |
|---------------------------|-----------|--------|-----------|
| Parks & Recreation Fund | 3,312,717 | - | 3,312,717 |
| Gamber Center | 492,863 | - | 492,863 |
| Legacy Park Community Ctr | 1,928,492 | - | 1,928,492 |
| Summit Waves | 638,386 | 5,985 | 632,401 |
| Cemetery Trust Fund | 225,597 | 20,508 | 205,089 |
| Business & Industry Fund | 398,544 | 6,297 | 392,247 |
| Entitlement Fund | 395,011 | 30,000 | 365,011 |
| VAWA Grant Fund | 212,000 | - | 212,000 |
| Total: | 7,603,612 | 62,790 | 7,540,822 |

TIF & TDD Funds

| | | | |
|-----------------------------|-----------|---|-----------|
| SummitWoods East TIF | 2,646,876 | - | 2,646,876 |
| 1470 Business Center TIF | 850,639 | - | 850,639 |
| SummitWoods TDD | 17,001 | - | 17,001 |
| Longview Farm TIF (old TIF) | 334,212 | - | 334,212 |
| Longview TDD | 32,001 | - | 32,001 |
| Ritter Plaza TIF | 126,622 | - | 126,622 |
| Todd George/50 Hwy TIF | 1,755,508 | - | 1,755,508 |
| Total: | 5,762,858 | - | 5,762,858 |

Capital Project Funds

| | | | |
|--------------------------------|------------|---------|------------|
| Water District No. 14 | 504,000 | - | 504,000 |
| Water Tap Fund | 1,438,026 | 416,026 | 1,022,000 |
| Sewer Tap Fund | 2,035,000 | - | 2,035,000 |
| Water Construction | 15,637,000 | - | 15,637,000 |
| Sewer Construction Fund | 3,076,000 | - | 3,076,000 |
| WU Equipment Replacement | 1,150,000 | - | 1,150,000 |
| Airport Construction | 8,921,000 | - | 8,921,000 |
| Capital Imprvmt Sales Tax | 7,475,000 | - | 7,475,000 |
| Road & Bridge Improvement | 890,000 | - | 890,000 |
| Park Development Fund | 1,900,000 | - | 1,900,000 |
| TIF Application Fund | 30,000 | - | 30,000 |
| Blue Pkwy & Colbern Rd CID Fnd | 5,001 | - | 5,001 |
| LS Sports Complex TIF | 5,001 | - | 5,001 |
| Longview Farm 2016 TIF | 25,001 | - | 25,001 |
| Public Safety Bonds 2016 | 13,000,000 | - | 13,000,000 |
| Total: | 56,091,029 | 416,026 | 55,675,003 |

BILL NO. 17-

| | | | |
|-------------------------------|-------------|------------|-------------|
| Debt Service Funds | | | |
| General Obligation Debt | 8,519,600 | - | 8,519,600 |
| Park COP Debt | 2,724,405 | 175,000 | 2,549,405 |
| Total: | 11,244,005 | 175,000 | 11,069,005 |
| Enterprise Funds | | | |
| Water/Sewer Fund | 40,860,382 | 9,847,174 | 31,013,208 |
| Airport Fund | 11,462,427 | 8,997,696 | 2,464,731 |
| Solid Waste Management | 2,111,171 | 175,000 | 1,936,171 |
| Harris Park Community Ctr | 1,552,812 | 3,519 | 1,549,293 |
| Total: | 55,986,791 | 19,023,389 | 36,963,402 |
| Internal Service Funds | | | |
| Central Building Services | 1,737,262 | - | 1,737,262 |
| Fleet Operations | 5,163,561 | - | 5,163,561 |
| ITS Services | 4,082,428 | 26,041 | 4,056,387 |
| Short Term Disability Fnd | 38,015 | - | 38,015 |
| Unemployment Trust Fund | 32,262 | - | 32,262 |
| Claims & Damages Reserve Fund | 845,625 | - | 845,625 |
| Work Comp Self Insurance | 1,034,191 | - | 1,034,191 |
| Health Insurance Reserve Fund | 726,680 | - | 726,680 |
| Total: | 13,660,025 | 26,041 | 13,633,984 |
| Total Appropriation | 217,538,780 | 20,277,207 | 197,261,573 |

Total Budget (All Funds) for the fiscal year ending June 30, 2018: **\$217,538,780**

SECTION 2. That pay ranges for the position classification plan of the City, which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein, is hereby approved pursuant to Section 2-308 of the Code of Ordinances of the City of Lees Summit, Missouri.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

BILL NO. 17-

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management & Operations/Deputy City Attorney
Jackie McCormick Heanue



CITY MANAGER'S BUDGET MESSAGE

April 24, 2017

Mayor and City Council,

As we close on another fiscal year, I wanted to take a moment to appreciate the great success we have experienced as a city the past twelve months. Lee's Summit has received a number of accolades indicative of the high quality of life enjoyed by our residents: "Best Place to Live" in the state of Missouri by Money Magazine, ranked fifth on the list of "America's 50 Best Cities to Live" by 24/7 Wall Street, ranked first on the "10 Happiest Mid-Sized Cities in America" by Zippia. As an employer, the City of Lee's Summit was named 2016 Best in Class by the Lee's Summit Chamber of Commerce as the recipient of the Truly the Best Business of the Year Award. Additionally, Lee's Summit voters have approved by wide margins a bond issue for critical public safety facility and communication upgrades as well as the renewal of a sales tax to invest in infrastructure needs, including stormwater.

None of this could be possible if not for the many hours spent by our citizens, elected leaders, and staff envisioning and strategically planning the future of Lee's Summit. It is this type of planning that allows the organization to overcome challenges from a position of strength as well as take advantage of future opportunities towards the vision of the Lee's Summit City Council.

CITY COUNCIL VISION STATEMENT

As the elected body of the City of Lee's Summit, Missouri, we are collectively in pursuit of:

A culturally rich community with diverse economic sectors to create a prosperous and dynamic community in perpetuity.

To that end, the City Council is currently engaging in a renewed strategic planning process for the City of Lee's Summit while the organization undertakes a compensation and benefit study to measure the competitiveness of the City's pay structures to attract and retain quality employees. Taken together with the City's financial position, City leadership has the opportunity to address critical needs of the city and organization with lasting impact. To accomplish this, the City will need to plan and identify sustainable revenue resources that can be counted on to support the level of service expected by the citizens of Lee's Summit.

CITY MANAGER'S BUDGET MESSAGE
1. Budget Request

In the FY18 Budget, and in future budgets, City staff works to allocate resources in support of the strategic initiatives identified by the Mayor and City Council. The budget message to follow will be organized by the new Strategic Planning Framework adopted by Council in December 2016. The City has approximately 70 different funds, each categorized by purpose. We are proposing a total budget expenditure of \$217,538,780. This includes all proposed funding for daily operations, capital improvements, debt service, internal service, and enterprise operations.

| Total Proposed Budget | | |
|-----------------------------------|--------------------|--------------------|
| Fund Type | FY17 Budget | FY18 Proposed |
| General Fund | 64,397,020 | 67,190,459 |
| Special Revenue Funds | 16,876,385 | 13,366,470 |
| Debt Service Funds | 11,127,863 | 11,244,005 |
| Capital Project Funds | 45,812,629 | 56,091,029 |
| Enterprise Funds | 56,046,838 | 55,986,791 |
| Internal Service Funds | 14,158,623 | 13,660,025 |
| Total Proposed Expenditure | 208,419,359 | 217,538,780 |

General Fund: This fund includes budgets for 10 departments that provide the mission critical services to our residents such as police and fire protection, street maintenance, planning, codes, municipal court, and general administration of the City.

Special Revenue Funds: These funds include Parks, grants, tax increment financing (TIF), and transportation development district (TDD) funds. These funds are used to account for the proceeds of specific revenue sources (other than expendable trust or major capital project) requiring separate accounting because of legal or regulatory provisions or administrative actions.

Debt Service Funds: The City utilizes two funds to record the receipt and disbursement of monies used to repay principal and interest charges on city-issued debt. The General Obligation Debt Service Fund and Park COP Debt Service Fund are used to account for the annual retirement of bonds issued since 2003.

Enterprise Funds: The City's enterprise funds hold the budgets for departments that operate in business-type activities. These funds rely on revenues generated from sales of materials or services. The enterprise funds include budgets for Water Utilities, Solid Waste, and Airport activities.

Internal Service Funds: The City uses internal service funds, or Proprietary Funds, to account for its fleet of vehicles and equipment, information technology systems, central building services, and trust funds. The internal service departments allocate costs for the reimbursement of services to other departments.

CITY MANAGER'S BUDGET MESSAGE

2. 2017 Strategic Planning Framework

This section highlights the key initiatives that will be undertaken by the City of Lee's Summit in the coming fiscal year towards the vision of the Mayor and City Council. The following initiatives would be accomplished by the proposed budget.

Safety: To create an environment where the perception of safety is supported by the reality of safety.

A number of key initiatives in the sphere of public safety are happening this fiscal year. The largest of magnitude is the emergency services radio system upgrade. The voters of Lee's Summit approved the General Obligation bonds on November 8, 2016. Though the funding was approved in the current fiscal year, a significant investment of staff time and project management will occur in FY18. The project will allow public safety officials in Lee's Summit to join the Metropolitan Area Regional Radio System (MARRS). Joining the MARRS system will enable users the ability to seamlessly roam and have voice communications throughout the service area and to communicate directly with partner agencies. General Obligation Bonds in the amount of \$8.5 million have been authorized by Lee's Summit voters to complete this project.

The Police and Fire Departments are each expanding their headcount in the proposed FY18 budget. The Drug Enforcement Agency has recently approached the Lee's Summit Police Department regarding the addition of a task force officer with the High Intensity Drug Trafficking Area program. This partnership will allow the Police Department to add another police officer to the force at minimal cost and enhance coordination between agencies for local issues.

In the proposed budget, the Fire Department has added a Captain of Training and Captain of Support Services to their ranks. The Captain of Training will provide required training for certification and licensure for the department. In previous years, these duties were shared and among other responsibilities shouldered by the department. The addition of this Captain will allow the department to provide better training opportunities and enhance the level of service provided to citizens. The Captain of Support Services is a reclassification of a Fire Specialist who will enhance the effectiveness of the administration of the department such as coordination with outside vendors and City departments, fleet maintenance, and equipment replacement schedules. The Captain of Training expansion will cost \$81,036 and the reclassification of the Captain of Support Services will cost \$3,789 annually.

Education: Continue the environment for education eco-system to thrive

The City of Lee's Summit is in the process of partnering with the Missouri Innovation Campus for participation in their Campus Internship Program. The program would allow students who recently completed their junior of high school to get hands-on experience working in technical fields in different areas of the organization. For the inaugural year of the partnership, the departments of Public Works, Development Services, and Information Technology Services have signed on to the program with opportunities for expansion in the future. The interns are available from the programs of networking, design and drafting, programming, and cybersecurity.

CITY MANAGER'S BUDGET MESSAGE

Transportation: A multi-modal system that embraces livability and connectivity, including accessibility

With the successful renewal of the Capital Improvement Sales Tax on April 4, 2017, staff will be able to invest significant time, money, and energy toward making large investments in the transportation network throughout Lee's Summit. The sales tax is projected to generate approximately \$100 million in revenue that will be used for roads and transportation-related projects, as well as stormwater infrastructure improvements. As part of this effort, the Public Works department will be expanding personnel to include one additional Engineer to work on CIP-related projects. Major projects receiving funding in FY18 are included in the Capital Improvements Plan section below.

Additionally, the Airport will be completing the extension of runway 18/36 in fall 2017. This project extends the runway to 5,500 feet to accommodate larger planes taking off from and landing at the Lee's Summit Airport. Together with the purchase of Hangar 1 in the current fiscal year, these investments will be integral to attracting and retaining customers at the airport, as well as a key competitive advantage in transportation for attracting businesses to Lee's Summit for economic development. To meet the strategic needs of the Airport Business Plan, capital expenditures and personnel expansions are identified in the proposed budget to be spent after business benchmarks are met.

Health and Human Services: Maximize accessibility and affordability as a wellness community

The City of Lee's Summit receives Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD) on an annual basis to meet the needs of low- to moderate-income individuals and families; to address blight in Lee's Summit; or to meet an urgent need. The 2017-2018 Action Plan calls for a number of programs including: Food services for persons of special needs; services for victims of domestic violence; Lee's Summit Social Services operating expenses for providing emergency assistance to those in need of food, clothing, utility assistance, and more.

The CDBG grant also funds the First Time Homebuyer Program and the Minor Home Repair Program. These programs provide assistance for people to obtain quality housing in Lee's Summit to combat homelessness and blight in our neighborhoods.

Infrastructure: Ability to address needs; expanding capacity for the future

With the successful election on April 4, 2017, of the renewal of the Capital Improvement Sales Tax, the City of Lee's Summit has an opportunity to invest in needed stormwater infrastructure. Enshrined in the recommendations of the Public Works Committee for projects is an estimated \$24,500,000 in stormwater-related projects. These stormwater projects will help alleviate structure flooding and streambank erosion, as well as replace deteriorated corrugated metal pipe.

CITY MANAGER'S BUDGET MESSAGE

Beginning in FY2018, Water Utilities is proposing to embark on a reorganization of the department to better address the needs of the community. Water Utilities has for years improved processes and efficiencies with minimal increases in staffing levels, but at this time, additional staff and restructuring is required to enhance data-driven asset management methods and to provide greater depth and capacity to billing and account services. The FY18 budget proposes to increase the personnel count of Water Utilities by 2 FTE's for a cost of \$102,026. The two new positions are a Utility Engineer and Account Services Manager. In addition, the department proposes the reclassification of two vacant FTEs to Operation Technicians. The Operation Technicians will be utilized to support the Utility's after-hours response to calls for service and enhance the collection of data related to utility assets which can then be utilized to improve the prioritization of system renewal projects.

Economic Development: Thriving yet affordable growth which generates options for long-term careers

The Unified Development Ordinance (UDO) promotes public safety, health, and general welfare of the community by regulating and directing the development of land in Lee's Summit. Adopted in 2001, the UDO has continued to be amended and updated in order to stay current with new development strategies, trends, and planning best practices. After more than 60 amendments, the FY18 budget proposes to include funding for a recodification of the UDO in order to better streamline the Ordinance, and continue to make the process easier to navigate and developer-friendly for years to come. The Planning and Special Projects Department has included \$150,000 in the proposed FY18 Budget to complete this process.

Additionally, a renewed effort behind redevelopment in Lee's Summit is underway thanks in part to the Land Clearance for Redevelopment Authority (LCRA). Originally established by the voters of Lee's Summit in 1961, the LCRA was reactivated on September 1, 2009. The LCRA provides incentives for redevelopment in targeted urban renewal areas, which include downtown, Lakewood Business Park, and US 50/M-291 corridors. The LCRA has approved projects such as HT Solutions, JCI Industries, the relocation of Minsky's, and Co-Work Lee's Summit. These four projects alone yielded a total of \$6.95 million in investment and created or retained 191 jobs in Lee's Summit. In the upcoming fiscal year, staff will continue to support the operations of the LCRA and targeted investment in our community.

Culture and Arts: Create a supportive environment for artistic expression that represents community values

In previous years, a transfer in the amount of \$68,845 has been made from the General Fund to Parks & Recreation to provide staff support to the Arts Council and programming for the enrichment of Cultural Arts in Lee's Summit. In this fiscal year, that funding will stay within the Administration Department and will be used to create a new position, Cultural Arts Manager, under the supervision of the City Manager. This will allow the City to have a more singular focus toward the implementation of the Cultural Arts Master Plan.

CITY MANAGER'S BUDGET MESSAGE

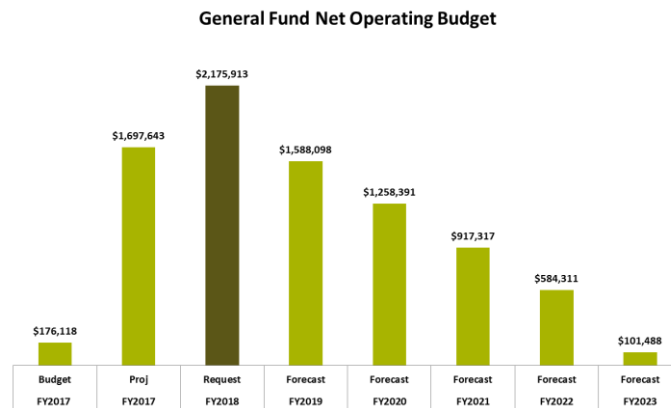
3. Review of Financial Condition – General Fund

One of the many strengths of this organization is the thoughtful and strategic way in which taxpayer dollars are spent toward achieving outcomes that benefit the citizens of Lee's Summit. Over the last five years, the City has invested in public safety, streamlined its development process, and enhanced the cultural vibrancy of our downtown. Simultaneously, an effort has been underway to rebuild the general fund reserve balance. Since the commencement of fiscal year 2013, the reserve balance has increased more than \$12 million, and is project to sit at 39% of expenditures at the close of fiscal year 2017.

| General Fund | FY2017 Budget | FY2017 Proj | FY2018 Request | FY2019 Forecast | FY2020 Forecast | FY2021 Forecast | FY2022 Forecast | FY2023 Forecast |
|--------------------------------|------------------|----------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Total Revenue | 63,510,293 | 66,348,243 | 68,856,006 | 69,712,054 | 70,871,304 | 72,070,417 | 73,331,476 | 74,499,413 |
| Total Operating Exp. | 61,185,806 | 61,156,493 | 59,585,380 | 63,334,175 | 64,650,600 | 66,680,093 | 68,123,957 | 69,612,913 |
| Net Operating Budget | 176,118 | 1,697,643 | 2,175,913 | 1,588,098 | 1,258,391 | 917,317 | 584,311 | 101,488 |
| One-Time Exp. | 887,995 | 1,622,995 | 510,367 | 0 | 0 | 0 | 0 | 0 |
| Total Budget Surplus/(Deficit) | (711,877) | 74,648 | 1,665,546 | 1,588,098 | 1,258,391 | 917,317 | 584,311 | 101,488 |

Presently, the City has engaged with a consultant to analyze our compensation and benefit program for our employees. The scope of the consultant's work includes ensuring internal equity within the organization as well as market competitiveness with organizations we view as competitors, comparators, or those we aspire to become. Investing in our employees remains the most critical aspect of the General Fund expenses from both a strategic and monetary perspective. During the current fiscal year, personnel-related expenses were 68% of total expenditure of the General Fund. For this reason, it is crucial these dollars are spent in a way that most effectively attracts and retains the best talent in the region. The proposed FY2018 budget sets aside \$2 million in order to implement the results of the Compensation and Benefit Study and wage adjustments, increasing personnel-related expenses to 69% of General Fund expenditure.

The benefit of the five-year model is the ability to see how current trends and decisions affect the long-term financial health of the City. As shown in the model, the long-term trend is such that forecasted expenditure growth outpaces revenues. While writing this message last year, the status of the motor vehicle sales tax was in doubt. Thanks to the voters of Lee's Summit, that tax has been permanently preserved and local auto dealerships are on an equal playing field.



The long-term deterioration of franchise taxes, the third-largest revenue source, continues to be a concern. The cause of this deterioration is as a result of new technologies and efficiencies. The demise of traditional land-line phone and more energy-efficient homes are contributors to the reduction of this revenue. Traditional methods of revenue collection may continue to produce declining outcomes, and modern approaches will need to be pursued.

CITY MANAGER'S BUDGET MESSAGE

As internet sales continues to represent an increasing portion of economic activity, the lack of a Use Tax places Lee's Summit-based retailers at a competitive disadvantage. Staff is recommending the consideration of a use tax as a potential long-term solution similar to the recently-approved Motor Vehicle Sales Tax.

4. General Fund Overview

In FY18, General Fund revenue estimates total \$68,856,006, which will be used to fund an operating budget of \$66,680,093. The proposed budget also includes one-time, special project expenses of \$510,367, as well as \$2 million set aside for the implementation of wage adjustments as a result of the Compensation and Benefit Study.

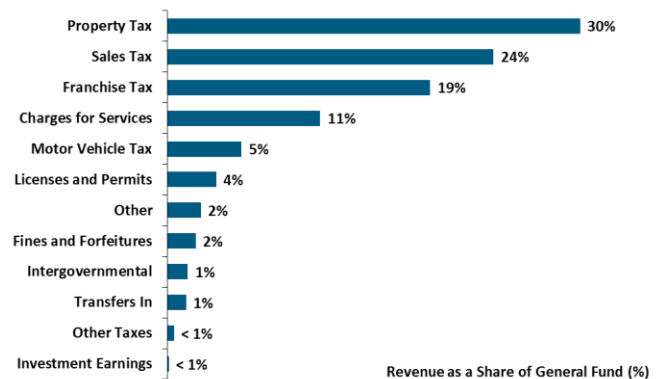
General Fund Revenues

Property Tax: FY18 estimates a 6.03% increase in Property Taxes over the previous fiscal year budget. The increases are reflected as a result of an increase in our assessed value in calendar year 2016 in Jackson and Cass Counties as well as a preliminary calendar year 2017 assessed value estimate supplied by Jackson County.

Also included in the increased revenue is Replacement Tax (\$134,764; 8.88%) and Payments in Lieu of Taxes (\$208,942; 13.21%). The increase in Replacement Tax is as a direct result of an increase in the commercial real property assessed value in the City, whereas PILOTs are as a result of additional Chapter 100 economic development projects and investment coming online this fiscal year.

Sales Tax: General Fund sales tax revenue is a net figure of the gross 1% sales tax receipts less sales tax redirection from Economic Activity Taxes (EATs) generated within Tax Increment Financing (TIF) projects in Lee's Summit. Gross sales tax revenue is estimated at 3% over FY17 year-end projections. The expected termination of the Chapel Ridge TIF in the last quarter of the current fiscal year yields a lower budget estimate for EATs in FY18 (-\$82,373; -13.21%).

Franchise Tax: This revenue is received from utility providers who attain access to the City's right of way for the commercial purposes to deliver private services. Franchise tax revenues from electric and natural gas are largely dependent on weather and consumption of these utilities. Very mild winters and low commodity prices have resulted in the 2-year average of natural gas to yield a lower revenue



| | FY17 | FY18 | Change from FY17 | |
|-----------------------|-------------------|-------------------|------------------|--------------|
| | Budget | Requested | \$ | % |
| Property Tax | 19,341,788 | 20,508,192 | 1,166,404 | 6.03% |
| Sales Tax | 15,136,358 | 16,197,424 | 1,061,066 | 7.01% |
| Franchise Tax | 13,524,887 | 13,037,427 | -487,460 | -3.60% |
| Motor Vehicle Tax | 3,364,508 | 3,671,162 | 306,654 | 9.11% |
| Other Taxes | 332,640 | 324,597 | -8,043 | -2.42% |
| Fines and Forfeitures | 1,412,986 | 1,405,838 | -7,148 | -0.51% |
| Licenses and Permits | 1,786,379 | 2,411,880 | 625,501 | 35.02% |
| Intergovernmental | 826,253 | 1,008,067 | 181,814 | 22.00% |
| Charges for Services | 5,271,476 | 7,570,459 | 2,298,983 | 43.61% |
| Investment Earnings | 64,103 | 56,845 | -7,258 | -11.32% |
| Other | 1,494,400 | 1,659,600 | 165,200 | 11.05% |
| Transfers In | 954,515 | 1,004,515 | 50,000 | 5.24% |
| Total | 63,510,293 | 68,856,006 | 5,345,713 | 8.42% |

CITY MANAGER'S BUDGET MESSAGE

estimate compared to FY17 (-\$120,292; -5.39%). Telephone franchise tax revenue is estimated to decrease \$279,034 (-10.21%). Network data transmission has been exempted from a user's telephone bill and this revenue stream is in long-term decline. In total, franchise tax revenue is expected to decrease \$487,460 (-3.6%) from FY17 budgeted revenue.

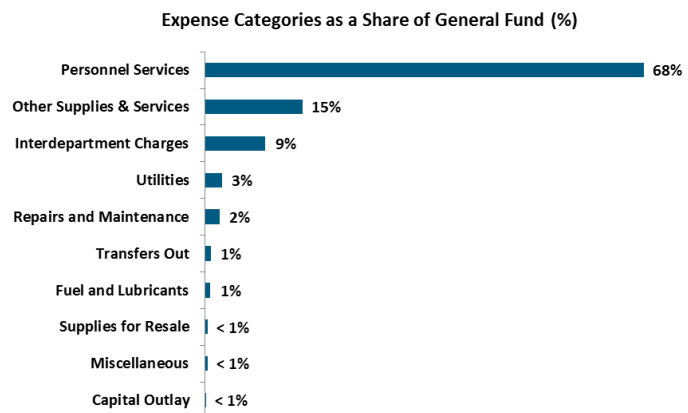
Charges for Service: On February 11, 2016, City Council passed Ordinance No. 7815, which establishes a 50% cost recovery rate for EMS service. As a result of this change, EMS charges for service is expected to be \$2.1 million above last fiscal year's revenue, however significant adjustments will be made for insurance adjustments, Medicare, Medicaid, and bad debt write-offs.

General Fund Expenditures

The challenge each budget planning process is to maximize the scarce resources provided by taxpayers and residents of the community in the most efficient manner possible. In FY18, the total proposed budget expenditure of the General Fund is \$67,190,459, a 4.34% increase over the current fiscal year.

| | FY17 | FY18 | Change from FY17 Budget | |
|---------------------------------------|-------------------|-------------------|-------------------------|--------------|
| | Budget | Request | \$ | % |
| Personnel Services | 43,489,284 | 45,806,645 | 2,317,114 | 5.33% |
| Supplies for Resale | 235,000 | 245,000 | 10,000 | 4.26% |
| Other Supplies, Services, and Charges | 9,486,986 | 10,181,400 | 694,414 | 7.32% |
| Repairs and Maintenance | 1,398,571 | 1,485,895 | 87,324 | 6.24% |
| Utilities | 1,738,634 | 1,734,766 | -3,868 | -0.22% |
| Fuel and Lubricants | 564,153 | 556,097 | -8,056 | -1.43% |
| Miscellaneous | 341,790 | 236,825 | -104,965 | -30.71% |
| Capital Outlay | 675,000 | 54,902 | -620,098 | -91.87% |
| Interdepartment Charges | 5,899,392 | 6,314,969 | 415,577 | 7.04% |
| Transfers Out | 568,210 | 573,961 | 26,164 | 4.60% |
| Total | 64,397,020 | 67,190,459 | 2,793,439 | 4.34% |

Personnel Services: This category of expense accounts for costs associated with employees' compensation and benefits. As a service organization, our largest expense is for those who provide our municipal services such as accountants, police officers, fire fighters, and other dedicated professionals. In FY18, an annual increase of 10% in health insurance of is budgeted. The \$2 million set aside for wage adjustments is not included in the City Manager's budget as the adjustments are as yet undefined. The change from FY17 also includes full-year costs of subsequent budget amendments such as 3 FTEs in Development Services as well as 0.5 FTE increase for Municipal Court security. The proposed budgeted increase for personnel services is \$2.3 million, or 5.33%.



CITY MANAGER'S BUDGET MESSAGE

Other Supplies and Services: This category of expense accounts for those associated with daily operations such as good, services, supplies, contractual expense, and many other items. A significant portion of the increase in this category is related to the Payment in Lieu of Taxes (PILOT) disbursement (\$261,046). Previously mentioned was the increase in revenue as a result of PILOTs received by the City. In these instances, the City collects PILOT payments and disburses them to partner taxing jurisdictions on a pro rata basis of the property tax levy. Overall this category in the proposed budget is increasing \$694,414, or 7.32%.

5. Enterprise and Internal Service Funds

Enterprise and internal service funds receive revenues from user fees and charges directly from internal and external customers. These funds are not directly supported by tax revenue, but by charges to City departments and users. Included in these funds are Water Utilities, Airport, Harris Park as enterprise funds and Fleet Management, Central Building Services, and Information Technology Services as internal service funds.

| Enterprise Funds | FY17 | FY18 | Change from FY17 | |
|------------------------------|------------|------------|------------------|---------|
| | Budget | Proposed | \$ | % |
| Airport Fund | 9,766,197 | 11,462,427 | 1,696,230 | 17.37% |
| Harris Park Community Center | 1,480,717 | 1,552,812 | 72,095 | 4.87% |
| Solid Waste Management | 4,562,341 | 2,111,171 | -2,451,170 | -53.73% |
| Water/Sewer Fund | 40,237,585 | 40,860,382 | 622,797 | 1.55% |

Water Utilities is responsible for providing clean, safe drinking water to the City with the exception of two areas served by other water districts. The department purchases treated water from Independence and Kansas City to serve over 35,000 residential, commercial, and irrigation accounts. Similarly, the department operates and maintains facilities to collect wastewater from its customers so that it is conveyed to Little Blue Valley Sewer District for treatment. The department provides sanitary sewer service to approximately 32,500 accounts.

The **Airport** provides general management and administration of resources to operate, maintain, market, and promote the airport which operates two runways and eight taxiways, totaling 166,044 square yards of pavement, and 23 buildings.

Resource Recovery Park: Following the privatization of landfill services, the City will provide oversight to the City's contractor ensure compliance with state laws and the delivery of services. The City will also provide project management for the delivery and construction of a trash transfer station.

Information Technology Services (ITS) provides central management of information technology resources and initiatives for the entire organization. Key projects to be led by ITS for the upcoming fiscal year include snow route optimization software for Public Works, the implementation of a budgeting software solution, and software upgrades to the Fire Department.

CITY MANAGER'S BUDGET MESSAGE

| Internal Service Fund | FY17 | FY18 | Change from FY17 | |
|-------------------------------|-----------|-----------|------------------|---------|
| | Budget | Proposed | \$ | % |
| Central Building Services | 1,668,059 | 1,737,262 | 69,203 | 4.15% |
| Claims & Damages Reserve Fund | 875,000 | 845,625 | -29,375 | -3.36% |
| Fleet Operations | 5,744,190 | 5,163,561 | -580,629 | -10.11% |
| ITS Services | 4,870,227 | 4,082,428 | -787,799 | -16.18% |
| Short Term Disability Fund | 39,533 | 38,015 | -1,518 | -3.84% |
| Unemployment Trust Fund | 32,262 | 32,262 | 0 | 0.00% |
| Work Comp Self-Insurance | 929,352 | 1,034,191 | 104,839 | 11.28% |

Fleet Management provides oversight and management of the City's motor vehicle and equipment fleet, including administration of the Vehicle and Equipment Replacement Program (VERP), motor pool, maintenance and repair services, acquisition and disposal of the City's fleet units. Key work done in this arena includes expanding capabilities to doing repairs in-house thereby reducing maintenance costs for the City. Additionally, utilizing funding identified in the current fiscal year, fleet will be leading the effort to relocate the central fueling station behind City Hall alleviating functional and environmental concerns.

Central Building Services (CBS) provides oversight and management of the City's facilities including administration of the Building and Equipment Replacement Program (BERP), project management, facility maintenance services and custodial services programs, as well as maintenance and repair services for excess properties and leased facilities. CBS will be provide construction oversight for the new Water Utilities operation facility, which will be completed in the second quarter, as well as expertise in the planning of the downtown outdoor cultural arts facility. The proposed budget includes funding for a new facility maintenance worker whose time will be split with Downtown Lee's Summit Main Street CID to conduct grounds keeping services in the downtown area.

6. Capital Improvement Plan

The 2018-2022 Capital Improvement Plan (CIP) has been divided into eight major categories, plus the Public Works and Water Utilities programs. The total estimated cost of all projects included in the five-year plan is \$270,098,000.

| Capital Project Funds | FY17 Budget | FY18 Proposed |
|-------------------------------|-------------------|-------------------|
| Airport | 9,931,000 | 8,921,000 |
| Bridges, Streets, Signals | 24,726,000 | 15,999,000 |
| Capital Equipment Replacement | 629,831 | 225,531 |
| Facilities | 0 | 13,000,000 |
| Parks Construction | 2,360,000 | 1,900,000 |
| Water & Sewer Construction | 5,610,000 | 6,516,000 |
| Total | 43,256,831 | 46,561,531 |

CITY MANAGER'S BUDGET MESSAGE

All funding sources that may be used for various capital improvements are reviewed each year. Much of the work to develop the CIP focuses on the balancing of available resources with the identified capital needs. Consideration must be given to factors such as annual revenue projections from various sources, restrictions on the uses of certain funds, legal limitations on debt capacity, and City policies relative to project funding. For budgeting purposes, the first year's funding is included in the annual budget with the subsequent years funding added to each future annual budget respectively. In FY18, major CIP projects receiving funding include:

- M291 South interchange with U.S. 50
- Jefferson Street – Persels Road to Oldham Parkway
- 3rd Street Improvements – Murray Road to Pryor Road

7. Workforce and Expansion Requests

Workforce, or employee counts, is described as a ratio of full-time equivalents (FTE) where one full-time employee is estimated to work 2,080 hours annually, or 2,912 hours for certain Fire Department personnel. In the FY18 Budget, the workforce includes 701 full-time positions and 26 part-time positions, excluding temporary staff.

| Fund | Full-time Equivalents (FTE) | | | Change from FY17 | |
|--------------------|-----------------------------|---------------|---------------|------------------|--------------|
| | FY16 | FY17 | FY18 | Count | % |
| General Fund | 526.11 | 539.58 | 548.12 | 8.54 | 1.58% |
| Parks & Recreation | 111.52 | 110.89 | 111.54 | 0.65 | 0.59% |
| Water Utilities | 60.50 | 60.50 | 62.50 | 2.00 | 3.31% |
| Airport | 6.26 | 7.46 | 9.16 | 1.70 | 22.79% |
| Solid Waste | 14.80 | 1.00 | 1.00 | 0.00 | 0.00% |
| CBS | 10.62 | 10.62 | 8.62 | -2.00 | -18.83% |
| Fleet | 9.12 | 9.12 | 9.12 | 0.00 | 0.00% |
| ITS | 24.71 | 27.76 | 28.06 | 0.30 | 1.08% |
| Total | 763.64 | 766.94 | 778.12 | 11.18 | 1.46% |

The primary goal of the budget-making process is to maintain the level of service our community currently receives. In addition to that, the Management Team is encouraged to bring forward ideas that can increase efficiency, or improve and enhance levels of service. Through this process, capital expenditures, professional services, or personnel requests not in the current operational budget are identified as expansion requests. These requests are reviewed to ensure they support the goals and objectives of the organization and can be sustainably financed. The following expansion requests have been included in the City Manager's FY18 budget for funding consideration:

CITY MANAGER'S BUDGET MESSAGE

| General Fund Expansions | | | | |
|-------------------------------------|-----------|--------------------------------------------|------------------|------------------|
| Department | Type | Description | FY18 Impact | Recurring Impact |
| Fire | Personnel | Captain of Training | \$81,036 | \$76,469 |
| Police | Personnel | Detention Officer (x2) | \$36,033 | \$36,033 |
| PW Engineering | Personnel | Engineer | \$93,131 | \$91,611 |
| Reclassifications | | | | |
| Fire | Personnel | Captain of Support Services | \$3,789 | \$3,789 |
| PW Engineering | Personnel | Traffic Operations Technician (x3) | \$0 | \$0 |
| PW Engineering | Personnel | Senior Traffic Operations Technicians (x2) | \$0 | \$0 |
| PW Engineering | Personnel | Lead Traffic Operations Technician | \$0 | \$0 |
| Total Impact to General Fund | | | \$213,989 | \$207,902 |

The expansion request process is deliberative— where the many and competing needs of the organization are met with limited resources—and decisions must be made. The City Manager and management team of the City of Lee's Summit placed a higher importance on correcting pay inequities for current employees over expanding personnel. It is the consensus of the Management Team that implementing wage adjustments identified by the compensation and benefit study is mission critical to the organization. For this purpose, the City Manager's Budget has reserved \$2 million to address pay inequities.

The unfunded expansion requests identified below represent future opportunities for enhanced service delivery. Management Team will keep these items in mind while the City Council sets priorities through the strategic planning process and as sustainable revenues are identified.

| Unfunded Department Expansion Requests | | | | |
|----------------------------------------|-----------|--------------------------------------|--------------------|--------------------|
| Department | Type | Description | FY18 Impact | Recurring Impact |
| Administration | Personnel | Cultural Arts Director Full-year FTE | \$18,260 | \$18,260 |
| Fire | Personnel | Communications Specialist (4 FTE) | \$205,709 | \$205,109 |
| Fire | Personnel | Captain of Training (2nd FTE) | \$81,036 | \$76,469 |
| Fire | Personnel | Administrative Assistant | \$49,512 | \$48,455 |
| Fire | Personnel | EMS Assistant Chief | \$109,638 | \$104,829 |
| Fire | Personnel | Captain of Prevention | \$81,036 | \$76,469 |
| Fire | Personnel | Battalion Chief of Planning | \$101,354 | \$96,697 |
| HR | Personnel | Human Resources Specialist | \$72,040 | \$70,668 |
| ITS | Personnel | Help Desk FT conversion | \$32,500 | \$32,500 |
| ITS | Personnel | PTP GIS Technician | \$35,526 | \$31,326 |
| ITS | Personnel | Enterprise Applications Supervisor | \$107,540 | \$103,340 |
| ITS | Personnel | System Administrator | \$97,417 | \$93,217 |
| Police | Personnel | Animal Control Officer | \$53,056 | \$51,636 |
| PW Engineering | Personnel | Public Works Inspector | \$103,153 | \$74,533 |
| PW Engineering | Personnel | Engineering Technician | \$100,832 | \$72,612 |
| PW Operations | Capital | Shop fan installation | \$60,000 | \$0 |
| Total Impact | | | \$1,308,609 | \$1,156,120 |
| Impact to General Fund | | | \$1,035,626 | \$895,737 |

CITY MANAGER'S BUDGET MESSAGE

8. Summary

Lee's Summit is not a static community; Lee's Summit is a vibrant and growing community. Likewise, it is important that our organization continually change to meet community needs. We, as an organization, try to provide the level of service expected by the community while balancing the unique challenges presented by growth.

We are confident the proposed budget allows us to provide the level of service currently enjoyed by the citizens of Lee's Summit. Additionally, the budget allows the organization to invest \$2 million in wage adjustments for our employees in addition to the \$1.2 million already enshrined by the newest labor agreement with the International Association of Fire Fighters. Our City employees are the most important asset to the organization and the community. It is vital we continue to attract and retain highly-dedicated individuals that are committed to public service as well as their profession. With the adoption of this budget, the City will have assigned an additional \$3.2 million to this important asset.

I believe this budget will meet our community expectations while addressing needs of the organization in a fiscally responsible manner. I am appreciative of the significant work of our management team and budget technicians in preparing this budget for your consideration.

Sincerely,



Stephen Arbo
City Manager

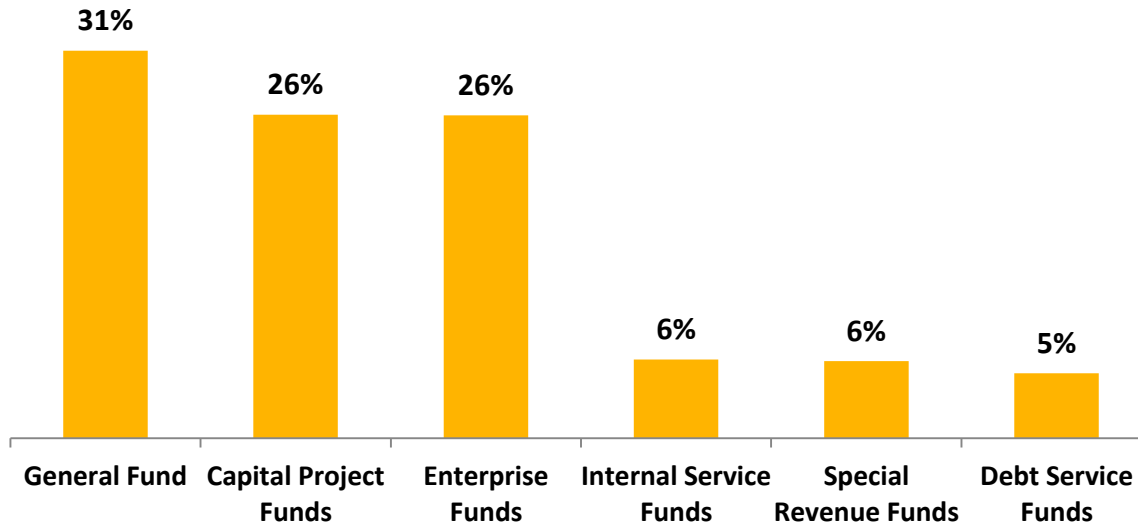
City of Lee's Summit

Proposed Annual Budget

Fiscal Year 2017-2018

Total Request All Funds

| Fund Type | FY17 Budget | FY18 Proposed |
|-----------------------------------|--------------------|--------------------|
| General Fund | 64,397,020 | 67,190,459 |
| Special Revenue Funds | 16,876,385 | 13,366,470 |
| Debt Service Funds | 11,127,863 | 11,244,005 |
| Capital Project Funds | 45,812,629 | 56,091,029 |
| Enterprise Funds | 56,046,838 | 55,986,791 |
| Internal Service Funds | 14,158,623 | 13,660,025 |
| Total Proposed Expenditure | 208,419,359 | 217,538,780 |



Explanation of Funds

- **General Fund** – Provides funds for departments that don't have a dedicated revenue stream
- **Special Revenue Funds** – Used to account for revenues and expenses that have special legal or regulatory provisions (ex: TIF & CID funds)
- **Debt Service Funds** – Records financial transactions specifically tied to the issuing and repayment of debt (2 funds: GO Debt & Parks Debt)
- **CIP Funds** – Source of funding for capital projects that have revenues from additional sales and property tax levies
- **Enterprise Funds** – Expenses are funded from service and consumption charges instead of taxes (ex: Water Utilities, Airport)
- **Internal Service Funds** – Funding is received from all departments for services (ex: ITS, Fleet, CBS)

General Fund

Departments:

- Administration
- Development Services
- Finance
- Fire
- Law
- Municipal Court
- Police
- Public Works

Primary Funding Sources:

- Property Tax: \$0.9093 of AV; total City levy is \$1.5398
- Sales Tax: 1% of all sales; total rate is 7.850% in Jackson and 8.225% in Cass County
- Franchise Tax: A gross receipts tax on utilities for use of right of way:
 - Electric: 7%
 - Natural Gas: 7%
 - Telephone: 7%
 - Cable: 5%

General Fund Revenues

| | FY17 | FY18 | Change from FY17 | |
|-----------------------|-------------------|-------------------|------------------|--------------|
| | Budget | Requested | \$ | % |
| Property Tax | 19,341,788 | 20,508,192 | 1,166,404 | 6.03% |
| Sales Tax | 15,136,358 | 16,197,424 | 1,061,066 | 7.01% |
| Franchise Tax | 13,524,887 | 13,037,427 | -487,460 | -3.60% |
| Motor Vehicle Tax | 3,364,508 | 3,671,162 | 306,654 | 9.11% |
| Other Taxes | 332,640 | 324,597 | -8,043 | -2.42% |
| Fines and Forfeitures | 1,412,986 | 1,405,838 | -7,148 | -0.51% |
| Licenses and Permits | 1,786,379 | 2,411,880 | 625,501 | 35.02% |
| Intergovernmental | 826,253 | 1,008,067 | 181,814 | 22.00% |
| Charges for Services | 5,271,476 | 7,570,459 | 2,298,983 | 43.61% |
| Investment Earnings | 64,103 | 56,845 | -7,258 | -11.32% |
| Other | 1,494,400 | 1,659,600 | 165,200 | 11.05% |
| Transfers In | 954,515 | 1,004,515 | 50,000 | 5.24% |
| Total | 63,510,293 | 68,856,006 | 5,345,713 | 8.42% |

Considerations:

- Property Tax: Actual CY16 assessed values; preliminary CY2017
- Sales Tax: Termination of Chapel Ridge TIF
- Schedule of Fees
- Economic Development, and permit revenue

General Fund Expenditures

| | FY17 | FY18 | Change from FY17 Budget | |
|---------------------------------------|-------------------|-------------------|-------------------------|--------------|
| | Budget | Request | \$ | % |
| Personnel Services | 43,489,284 | 45,806,645 | 2,317,114 | 5.33% |
| Supplies for Resale | 235,000 | 245,000 | 10,000 | 4.26% |
| Other Supplies, Services, and Charges | 9,486,986 | 10,181,400 | 694,414 | 7.32% |
| Repairs and Maintenance | 1,398,571 | 1,485,895 | 87,324 | 6.24% |
| Utilities | 1,738,634 | 1,734,766 | -3,868 | -0.22% |
| Fuel and Lubricants | 564,153 | 556,097 | -8,056 | -1.43% |
| Miscellaneous | 341,790 | 236,825 | -104,965 | -30.71% |
| Capital Outlay | 675,000 | 54,902 | -620,098 | -91.87% |
| Interdepartment Charges | 5,899,392 | 6,314,969 | 415,577 | 7.04% |
| Transfers Out | 568,210 | 573,961 | 26,164 | 4.60% |
| Total | 64,397,020 | 67,190,459 | 2,793,439 | 4.34% |

Personnel Services:

- Anticipates 10% increase in Health Insurance
- Full-year implementation of IAFF Agreement
- \$2 million set aside for wage adjustments

Other Supplies & Services:

- \$150,000 UDO Recodification
- \$1.9m Municipal Billing Expenses
- \$1.5m PILOT Disbursement

Strategic Initiatives

- Safety
 - MARRS
 - Police: HIDTA
 - Fire: +1 FTE
- Education
 - Partnership with Missouri Innovation Campus
- Transportation
 - CIP Projects
 - Completion of Airport runway construction
- Health and Human Services
 - CDBG
- Infrastructure
 - Stormwater programs in CIP
 - Water Utility reorganization
- Economic Development
 - UDO Recodification
 - LCRA
- Culture and Arts
 - Cultural Arts Manager

Compensation and Benefit Study

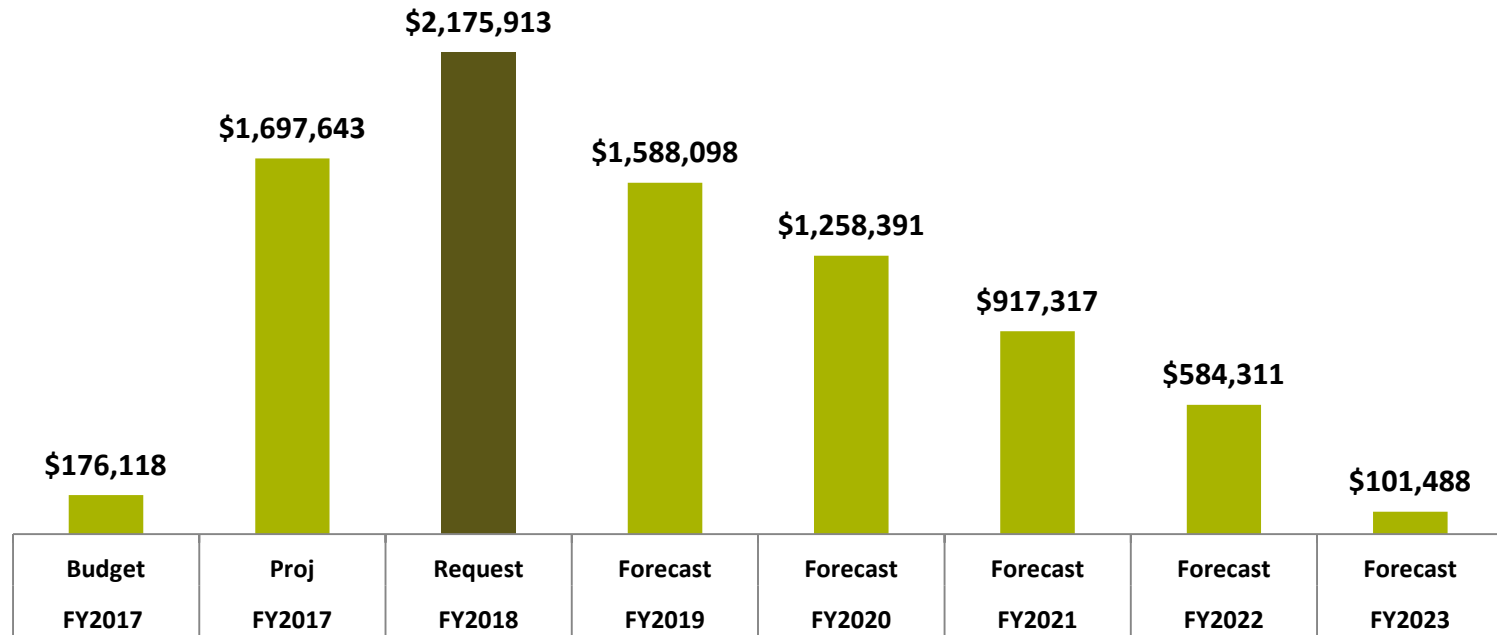
- Priority: Identify funding for wage adjustments
- Management Team has worked to identify \$2 million
- Funds are yet to be appropriated

Compensation and Benefit Study

Timeline

- June 1 or 8: Present to City Council draft comp philosophy
- June 8 or 15: Present to City Council final comp philosophy and final report
- Bring forward budget amendment for implementation

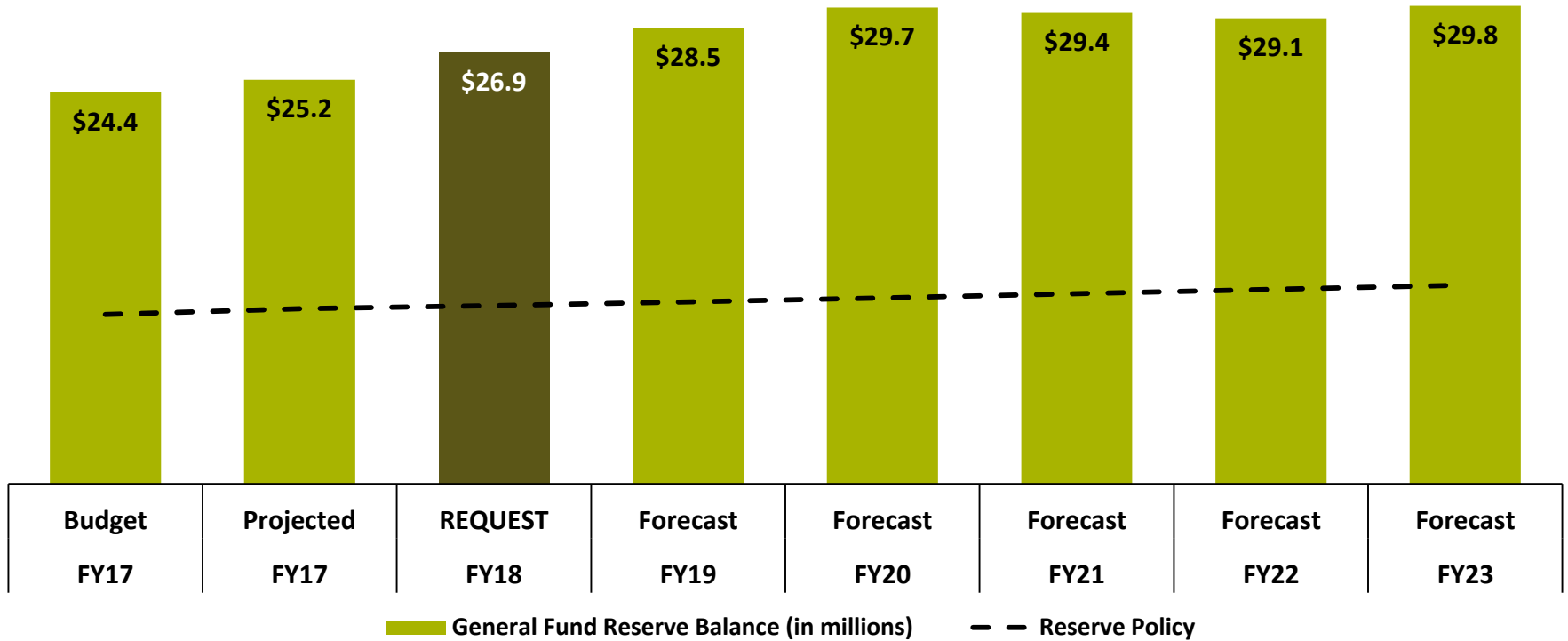
General Fund Five-Year Model



| | FY2017 Budget | FY2017 Proj | FY2018 Request | FY2019 Forecast | FY2020 Forecast | FY2021 Forecast | FY2022 Forecast | FY2023 Forecast |
|---------------------------------------|---------------|-------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| General Fund | | | | | | | | |
| Total Revenue | 63,510,293 | 66,348,243 | 68,856,006 | 69,712,054 | 70,871,304 | 72,070,417 | 73,331,476 | 74,499,413 |
| Total Operating Exp. | 61,185,806 | 61,156,493 | 59,585,380 | 63,334,175 | 64,650,600 | 66,680,093 | 68,123,957 | 69,612,913 |
| Net Operating Budget | 176,118 | 1,697,643 | 2,175,913 | 1,588,098 | 1,258,391 | 917,317 | 584,311 | 101,488 |
| One-Time Exp. | 887,995 | 1,622,995 | 510,367 | 0 | 0 | 0 | 0 | 0 |
| Total Budget Surplus/(Deficit) | (711,877) | 74,648 | 1,665,546 | 1,588,098 | 1,258,391 | 917,317 | 584,311 | 101,488 |



Projected GF Reserve Balance (in \$millions)



Remainder of FY18 Budget

Special Revenue Funds

| Special Revenue Funds | FY17 Budget | FY18 Proposed |
|------------------------------|------------------------|--------------------------|
| Parks & Recreation Fund | 3,272,170 | 3,312,717 |
| Gamber Center | 474,121 | 492,863 |
| Legacy Park Community Center | 1,812,530 | 1,928,492 |
| Summit Waves | 641,685 | 638,386 |
| Cemetary Trust Fund | 231,034 | 225,597 |
| Business & Industry Fund | 374,455 | 398,544 |
| Entitlement Fund | 369,229 | 395,011 |
| VAWA Grant Fund | 57,000 | 212,000 |
| PSERP | 42,961 | 0 |
| Total | 7,275,185 | 7,603,612 |

Capital Project Funds

| Capital Project Funds | FY17 Budget | FY18 Proposed |
|-------------------------------|-------------------|-------------------|
| Airport | 9,931,000 | 8,921,000 |
| Bridges, Streets, Signals | 24,726,000 | 15,999,000 |
| Capital Equipment Replacement | 629,831 | 225,531 |
| Facilities | 0 | 13,000,000 |
| Parks Construction | 2,360,000 | 1,900,000 |
| Water & Sewer Construction | 5,610,000 | 6,516,000 |
| Total | 43,256,831 | 46,561,531 |

TIF & TDD Funds

| TIF & TDD Funds | FY17 Budget | FY18 Proposed |
|----------------------------|------------------------|--------------------------|
| SummitWoods East TIF | 5,895,297 | 2,646,876 |
| I470 Business Center TIF | 457,200 | 850,639 |
| Longview Farm TIF | 317,065 | 334,212 |
| Longview TDD | 31,721 | 32,001 |
| Ritter Plaza TIF | 183,114 | 126,622 |
| Todd George/50 Hwy TIF | 1,191,283 | 1,755,508 |
| Chapel Ridge TIF | 1,525,520 | 0 |
| Total | 9,601,200 | 5,745,858 |

Enterprise & Internal Service Funds

| | FY17 | FY18 |
|------------------------------|-------------------|-------------------|
| Enterprise Funds | Budget | Proposed |
| Water/Sewer Fund | 40,237,585 | 40,860,382 |
| Airport Fund | 9,766,197 | 11,462,427 |
| Solid Waste Management | 4,562,341 | 2,111,171 |
| Harris Park Community Center | 1,480,717 | 1,552,812 |
| Total | 56,046,838 | 55,986,791 |

| | FY17 | FY18 |
|---------------------------------|-------------------|-------------------|
| Internal Service Funds | Budget | Proposed |
| Central Building Services | 1,668,059 | 1,737,262 |
| Fleet Operations | 5,744,190 | 5,163,561 |
| ITS Services | 4,870,227 | 4,082,428 |
| Short Term Disability Fund | 39,533 | 38,015 |
| Unemployment Trust Fund | 32,262 | 32,262 |
| Claims and Damages Reserve Fund | 875,000 | 845,625 |
| Work Comp Self-insurance | 939,352 | 1,034,191 |
| Health Insurance Reserve Fund | 0 | 726,680 |
| Total | 14,168,623 | 13,660,025 |



Debt Service Funds

| | FY17 | FY18 |
|-------------------------|-------------------|-------------------|
| Debt Service Funds | Budget | Proposed |
| General Obligation Debt | 8,394,503 | 8,519,600 |
| Park COP Debt | 2,733,360 | 2,724,405 |
| Total | 11,127,863 | 11,244,005 |

Next Steps

- **May 1:** Regular Finance & Budget
- **May 2:** Notice of Public Hearing due by noon
- **May 8:** Special Finance & Budget (if needed)
 - Continued discussion of FY18 Budget
- **May 15:** Special Finance & Budget (if needed)
 - Continued discussion of FY18 Budget
- **May 18:** City Council Meeting – Public Hearing
- **June 1:** City Council Meeting – Vote on Ordinance

Administration

FY18 Budget Summary

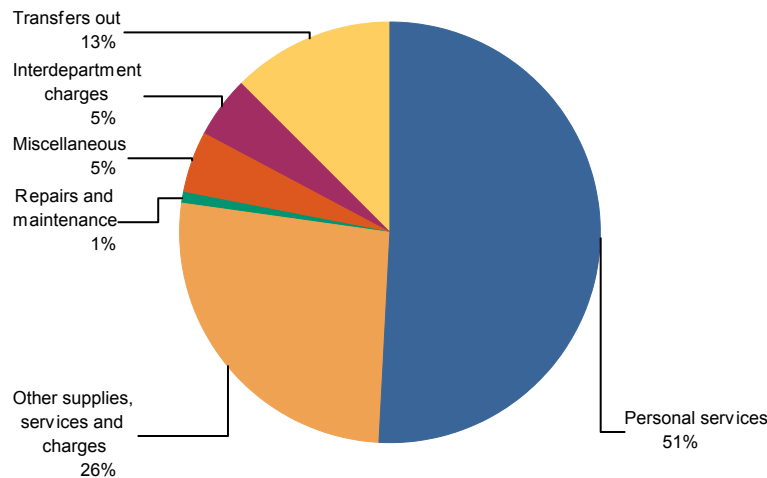
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Department Administration | 1,943,999 | 1,810,299 | 2,281,708 | 1,842,029 | 31,730 | 2% | (439,679) | (19%) |
| Policy/Legislative Oper. | 580,217 | 649,614 | 688,889 | 551,709 | (97,905) | (15%) | (137,180) | (20%) |
| Community Relations | 365,579 | 503,588 | 418,991 | 563,750 | 60,162 | 12% | 144,760 | 35% |
| HR Administration | 426,315 | 497,048 | 482,347 | 566,692 | 69,643 | 14% | 84,344 | 17% |
| Employee Services | 181,303 | 232,396 | 240,371 | 255,854 | 23,458 | 10% | 15,483 | 6% |
| Safety & Risk Management | 106,160 | 114,156 | 113,656 | 113,784 | (372) | 0% | 128 | 0% |
| Department Totals | 3,603,574 | 3,807,101 | 4,225,962 | 3,893,818 | 86,717 | 2% | (332,144) | (8%) |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 1,567,501 | 1,815,444 | 1,807,691 | 1,983,411 | 167,967 | 9% | 175,720 | 10% |
| Other supplies, services and charges | 862,144 | 1,008,616 | 1,501,991 | 1,018,894 | 10,278 | 1% | (483,098) | (32%) |
| Repairs and maintenance | 30,548 | 38,471 | 38,711 | 39,490 | 1,019 | 3% | 779 | 2% |
| Miscellaneous | 5,314 | 286,400 | 219,398 | 186,400 | (100,000) | (35%) | (32,998) | (15%) |
| Interdepartment charges | 153,211 | 182,257 | 182,257 | 178,356 | (3,901) | (2%) | (3,901) | (2%) |
| Transfers out | 984,857 | 475,913 | 475,913 | 487,267 | 11,354 | 2% | 11,354 | 2% |
| Department Totals | 3,603,574 | 3,807,101 | 4,225,962 | 3,893,818 | 86,717 | 2% | (332,144) | (8%) |

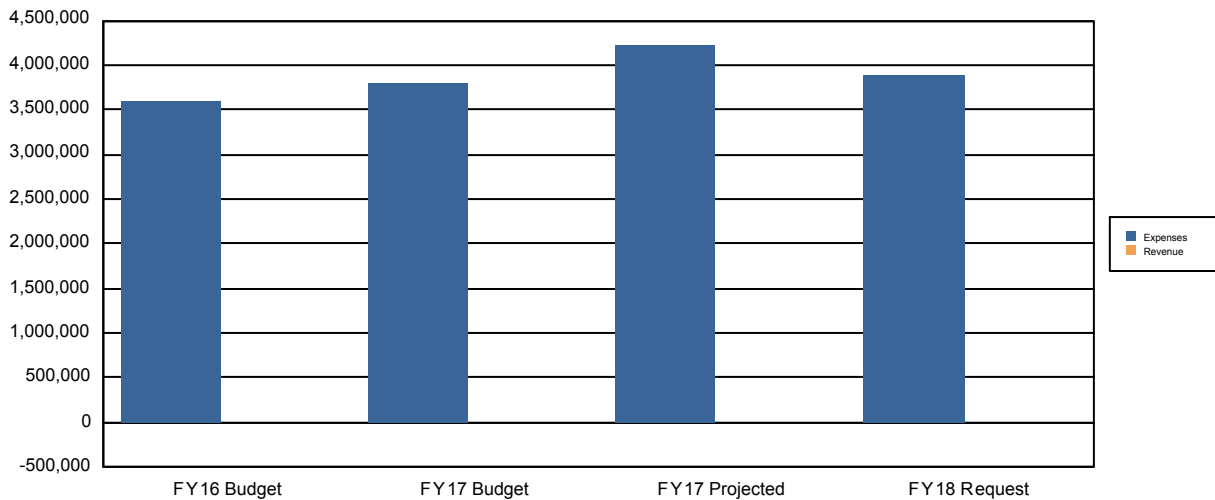
FY18 Expenses By Type



Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|----------------|----------------|-------------------|--------------------|
| Asst. City Mgr, Internal Svcs. | -0.36 | 0.00 | 0.00 | 0.00 |
| Asst. City Mgr., Dev Svcs/Comm | 0.34 | 0.34 | 0.33 | -0.01 |
| Asst. City Mgr., Operations | 0.76 | 0.76 | 0.76 | 0.00 |
| Benefits Specialist | 1.00 | 1.00 | 1.00 | 0.00 |
| City Clerk | 1.00 | 1.00 | 1.00 | 0.00 |
| City Communications Officer | 1.00 | 0.00 | 0.00 | 0.00 |
| City Councilmember | 8.00 | 8.00 | 8.00 | 0.00 |
| City Manager | 1.00 | 1.00 | 1.00 | 0.00 |
| Communications Director | 1.00 | 0.00 | 0.00 | 0.00 |
| Creative Services Manager | 0.00 | 1.00 | 1.00 | 0.00 |
| Creative Services Specialist | 0.00 | 0.00 | 1.00 | 1.00 |
| Cultural Arts Manager | 0.00 | 0.00 | 1.00 | 1.00 |
| Deputy City Clerk | 1.00 | 1.00 | 1.00 | 0.00 |
| Director of Administration | 0.88 | 0.88 | 0.88 | 0.00 |
| Director of Human Resources | 1.00 | 1.00 | 1.00 | 0.00 |
| Exec. Asst. to the City Mgr. | 1.00 | 0.00 | 0.00 | 0.00 |
| Exec. Asst. to the Mayor/CC | 1.00 | 0.00 | 0.00 | 0.00 |
| Executive Assistant | 0.00 | 1.72 | 2.00 | 0.28 |
| Human Resources Assistant | 1.00 | 1.00 | 1.00 | 0.00 |
| Human Resources Generalist | 1.00 | 1.00 | 1.00 | 0.00 |
| Management Analyst | 1.00 | 0.00 | 0.00 | 0.00 |
| Management Analyst - Admin. | 0.00 | 1.00 | 1.00 | 0.00 |
| Marketing Specialist | 1.00 | 2.00 | 1.00 | -1.00 |
| Mayor | 1.00 | 1.00 | 1.00 | 0.00 |
| Media Services Supervisor | 1.00 | 1.00 | 1.00 | 0.00 |
| Payroll Support | 0.29 | 0.29 | 0.01 | -0.28 |
| Performance Exc. Facilitator | 0.12 | 0.00 | 0.00 | 0.00 |
| Public Communications Coord. | 0.00 | 1.00 | 1.00 | 0.00 |
| Public Engagement Specialist | 1.00 | 0.00 | 0.00 | 0.00 |
| Risk Management Officer | 1.00 | 1.00 | 1.00 | 0.00 |
| Department Totals | 27.03 | 26.99 | 27.98 | 0.99 |

Total Budget



Development Services

FY18 Budget Summary

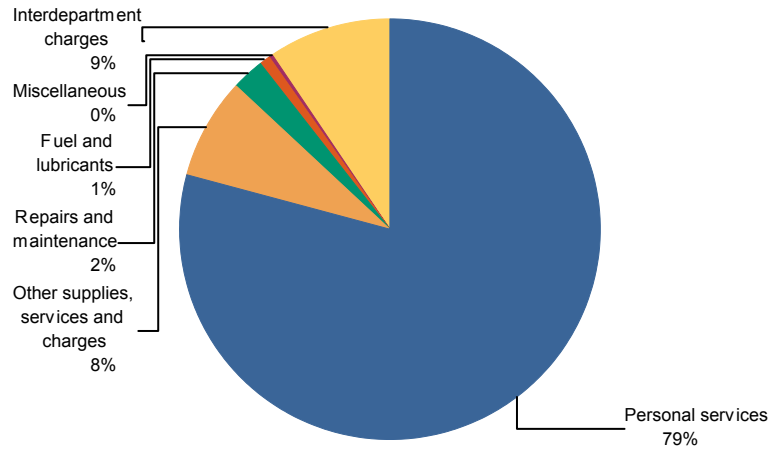
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|------------------|------------------|-------------------|-------------------|---------------------------|------------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Department Administration | 13,114 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Support To Development | (7,871) | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Licensing | (3,112) | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Neighborhood Services | 73,967 | 273,765 | 272,445 | 0 | (273,765) | (100%) | (272,445) | (100%) |
| Customer Service | 67,734 | 69,759 | 69,519 | 0 | (69,759) | (100%) | (69,519) | (100%) |
| Support to Development | 400,493 | 363,835 | 363,645 | 0 | (363,835) | (100%) | (363,645) | (100%) |
| Building Inspections | 409,448 | 348,704 | 347,504 | 428,672 | 79,968 | 23% | 81,168 | 23% |
| Engineering Inspections | 598,501 | 456,198 | 472,043 | 472,676 | 16,477 | 4% | 632 | 0% |
| Neighborhood Services | 0 | 0 | 0 | 266,850 | 266,850 | 0% | 266,850 | 0% |
| Development Engineering | 225,235 | 279,092 | 263,939 | 421,385 | 142,294 | 51% | 157,446 | 60% |
| Current Planning | 234,685 | 254,596 | 235,835 | 287,665 | 33,069 | 13% | 51,830 | 22% |
| Codes Administration | 216,095 | 331,047 | 331,047 | 381,021 | 49,975 | 15% | 49,975 | 15% |
| Department Administration | 217,596 | 830,047 | 1,038,994 | 996,282 | 166,235 | 20% | (42,712) | (4%) |
| Project Management | 0 | 0 | 0 | 272,361 | 272,361 | 0% | 272,361 | 0% |
| Licensing | 0 | 0 | 0 | 70,145 | 70,145 | 0% | 70,145 | 0% |
| Department Totals | 2,445,887 | 3,207,042 | 3,394,970 | 3,597,057 | 390,015 | 12% | 202,087 | 6% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|------------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 2,058,960 | 2,600,772 | 2,792,105 | 2,851,223 | 250,451 | 10% | 59,118 | 2% |
| Other supplies, services and charges | 140,118 | 249,240 | 246,035 | 278,574 | 29,334 | 12% | 32,539 | 13% |
| Repairs and maintenance | 54,468 | 77,134 | 77,134 | 84,660 | 7,526 | 10% | 7,526 | 10% |
| Fuel and lubricants | 12,286 | 26,926 | 26,926 | 35,080 | 8,154 | 30% | 8,154 | 30% |
| Miscellaneous | 1,335 | 10,800 | 10,600 | 6,500 | (4,300) | (40%) | (4,100) | (39%) |
| Interdepartment charges | 178,720 | 242,170 | 242,170 | 341,020 | 98,850 | 41% | 98,850 | 41% |
| Department Totals | 2,445,887 | 3,207,042 | 3,394,970 | 3,597,057 | 390,015 | 12% | 202,087 | 6% |

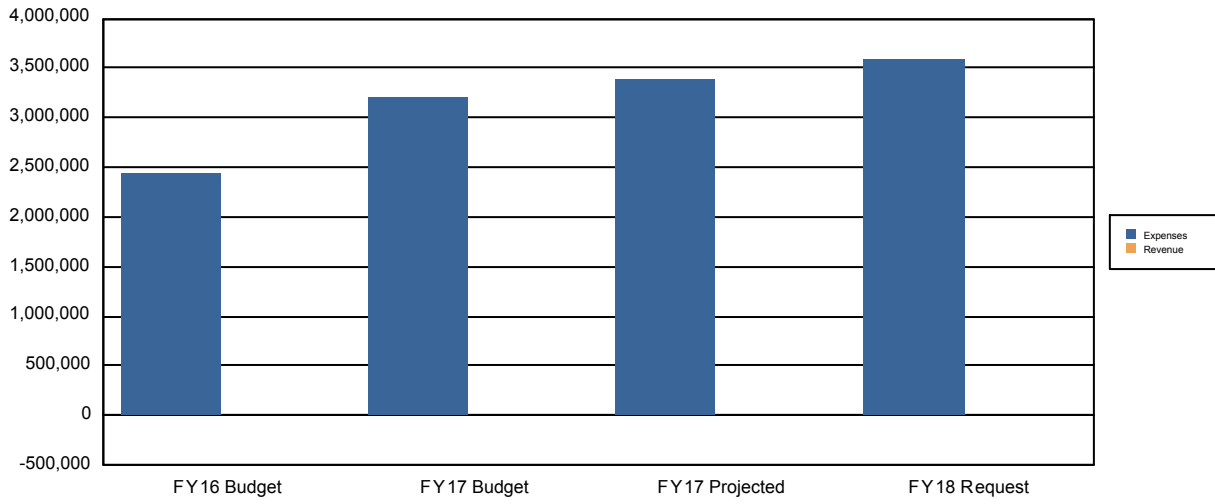
FY18 Expenses By Type



Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|----------------|----------------|-------------------|--------------------|
| Administrative Support | 0.02 | 0.20 | 0.01 | -0.19 |
| Asst. City Mgr., Dev Svcs/Comm | 0.66 | 0.66 | 0.67 | 0.01 |
| Asst. Dir. of Field Services | 0.00 | 0.00 | 1.00 | 1.00 |
| Asst. Dir. of Plan Services | 1.00 | 1.00 | 1.00 | 0.00 |
| Asst. Director of Codes Admin. | 0.00 | 1.00 | 0.00 | -1.00 |
| Business Service Rep - Dev Ctr | 1.00 | 1.00 | 1.00 | 0.00 |
| Codes Administration Manager | 0.00 | 0.00 | 1.00 | 1.00 |
| Community Standards Officer | 0.00 | 1.00 | 1.00 | 0.00 |
| Current Planning Manager | 0.00 | 0.00 | 1.00 | 1.00 |
| Customer Service Rep - Dev Ctr | 1.00 | 0.00 | 0.00 | 0.00 |
| Development Engineering Mgr. | 1.00 | 1.00 | 1.00 | 0.00 |
| Development Technician | 0.00 | 1.00 | 1.00 | 0.00 |
| Director of Development Center | 1.00 | 1.00 | 0.00 | -1.00 |
| Director of Development Svcs. | 0.00 | 0.00 | 1.00 | 1.00 |
| Field Building Inspector | 3.00 | 3.00 | 4.00 | 1.00 |
| Field Engineering Inspector | 5.00 | 5.00 | 6.00 | 1.00 |
| Field Services Manager | 1.00 | 1.00 | 0.00 | -1.00 |
| Management Analyst | 0.00 | 1.00 | 1.00 | 0.00 |
| Neighborhood Services Officer | 0.00 | 3.00 | 3.00 | 0.00 |
| Permit Technician | 2.00 | 2.00 | 2.00 | 0.00 |
| Planner | 2.00 | 2.00 | 2.00 | 0.00 |
| Planning Division Manager | 1.00 | 1.00 | 0.00 | -1.00 |
| Plans Examiner | 1.00 | 1.00 | 1.00 | 0.00 |
| Project Manager - Dev. Ctr. | 3.00 | 3.00 | 3.00 | 0.00 |
| Secretary | 2.00 | 2.00 | 2.00 | 0.00 |
| Senior Field Inspector | 1.00 | 0.00 | 0.00 | 0.00 |
| Senior Staff Engineer | 1.00 | 1.00 | 2.00 | 1.00 |
| Sr. Field Building Inspector | 0.00 | 1.00 | 1.00 | 0.00 |
| Department Totals | 27.68 | 33.86 | 36.68 | 2.82 |

Total Budget



Report data refreshed 4/18/2017 6:47:00AM

Finance

FY18 Budget Summary

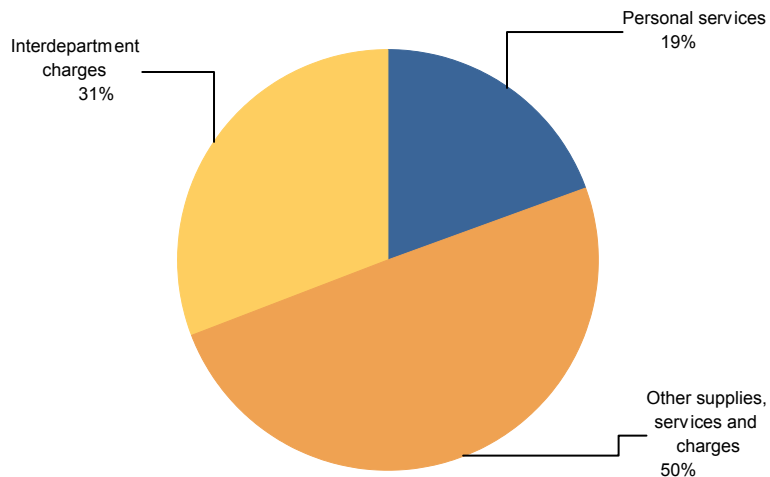
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|-------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Department Administration | 2,282,665 | 2,752,486 | 2,714,082 | 2,752,479 | (7) | 0% | 38,397 | 1% |
| Accounting & Payroll Services | 659,435 | 765,183 | 765,183 | 753,383 | (11,801) | (2%) | (11,801) | (2%) |
| Debt & Cash Management | 1,935,307 | 2,142,555 | 2,397,649 | 2,517,827 | 375,272 | 18% | 120,178 | 5% |
| Support To Development | 176,548 | 101,359 | 101,359 | 147,498 | 46,139 | 46% | 46,139 | 46% |
| Procurement & Contract Svcs. | 343,261 | 392,906 | 387,506 | 394,019 | 1,113 | 0% | 6,513 | 2% |
| Municipal Billing | 1,046,986 | 1,892,067 | 1,892,067 | 2,017,049 | 124,982 | 7% | 124,982 | 7% |
| Department Totals | 6,444,202 | 8,046,556 | 8,257,846 | 8,582,255 | 535,699 | 7% | 324,409 | 4% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 1,534,740 | 1,618,560 | 1,577,099 | 1,657,752 | 39,192 | 2% | 80,653 | 5% |
| Other supplies, services and charges | 2,819,170 | 3,854,977 | 4,107,728 | 4,275,541 | 420,564 | 11% | 167,813 | 4% |
| Repairs and maintenance | 4,962 | 5,000 | 5,000 | 0 | (5,000) | (100%) | (5,000) | (100%) |
| Miscellaneous | 4,331 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Interest | 318 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Interdepartment charges | 2,080,680 | 2,568,019 | 2,568,019 | 2,648,962 | 80,943 | 3% | 80,943 | 3% |
| Transfers out | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Department Totals | 6,444,202 | 8,046,556 | 8,257,846 | 8,582,255 | 535,699 | 7% | 324,409 | 4% |

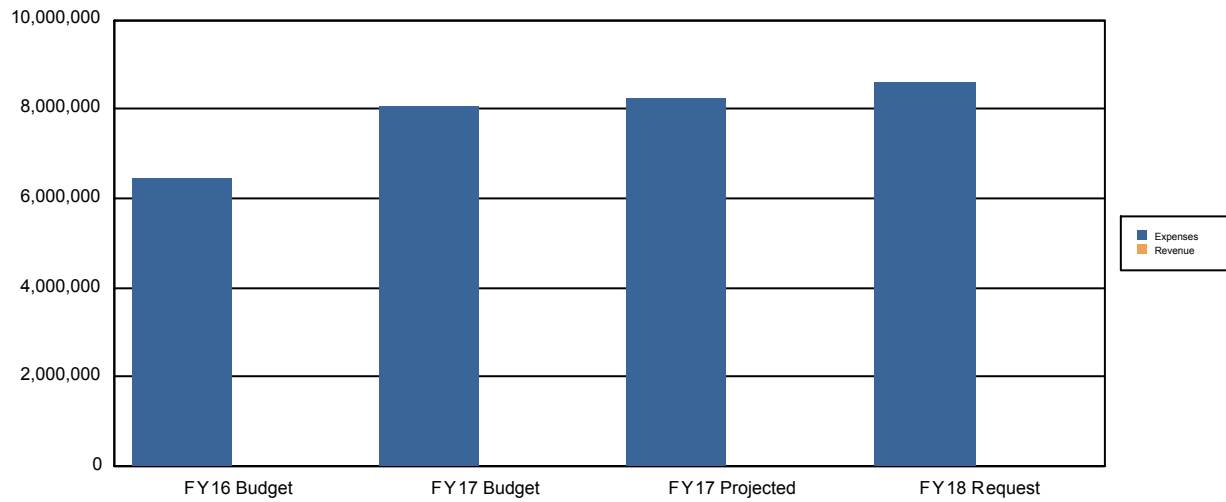
FY18 Expenses By Type



Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|----------------|----------------|-------------------|--------------------|
| Account Technician | 1.00 | 1.00 | 1.00 | 0.00 |
| Accountant | 2.00 | 2.00 | 2.00 | 0.00 |
| Accounting Clerk | 3.00 | 3.00 | 3.00 | 0.00 |
| Accounts Payable Supervisor | 1.00 | 1.00 | 1.00 | 0.00 |
| Administrative Secretary | 1.00 | 1.00 | 1.00 | 0.00 |
| Assistant Finance Director | 1.00 | 0.00 | 0.00 | 0.00 |
| Cash Management Officer | 1.00 | 1.00 | 1.00 | 0.00 |
| Cash Receipts Clerk | 2.00 | 2.00 | 0.00 | -2.00 |
| Controller | 0.00 | 1.00 | 1.00 | 0.00 |
| Deputy Director of Finance | 0.00 | 1.00 | 1.00 | 0.00 |
| EMS Billing Specialist | 1.00 | 1.00 | 1.00 | 0.00 |
| Finance Director | 1.00 | 1.00 | 1.00 | 0.00 |
| Financial Analyst | 1.00 | 1.00 | 1.00 | 0.00 |
| Payroll Specialist | 1.00 | 1.00 | 1.00 | 0.00 |
| Procurement & Contract Svc Mgr | 1.00 | 1.00 | 1.00 | 0.00 |
| Procurement Contract Compl Mgr | 1.00 | 0.00 | 0.00 | 0.00 |
| Procurement Officer I | 1.00 | 1.00 | 1.00 | 0.00 |
| Procurement Officer II | 1.00 | 1.00 | 1.00 | 0.00 |
| Senior Procurement Officer | 1.00 | 1.00 | 1.00 | 0.00 |
| Treasury Cashier | 1.00 | 1.00 | 3.00 | 2.00 |
| Department Totals | 22.00 | 22.00 | 22.00 | 0.00 |

Total Budget



Fire

FY18 Budget Summary

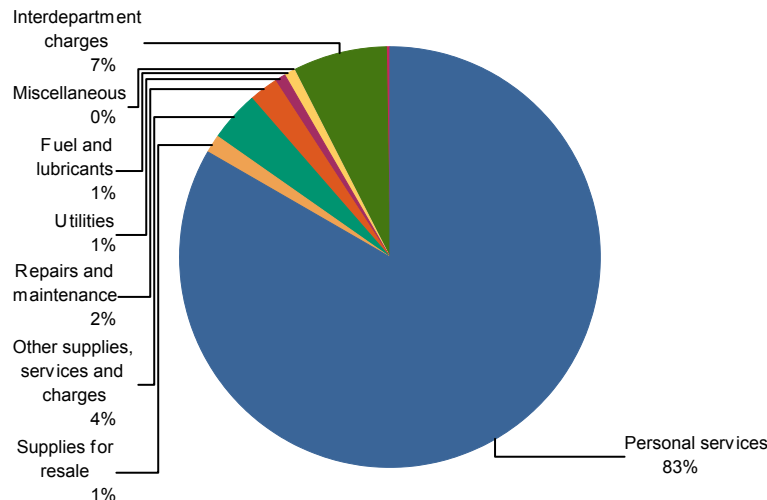
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|---------------------------|-------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Department Administration | 820,999 | 1,203,718 | 1,304,524 | 1,315,228 | 111,510 | 9% | 10,705 |
| Support Services | 1,098,013 | 1,107,024 | 1,114,224 | 1,152,436 | 45,412 | 4% | 38,212 | 3% |
| Emergency Services | 13,218,651 | 14,098,023 | 14,962,658 | 14,975,438 | 877,415 | 6% | 12,781 | 0% |
| Fire Prevention | 344,615 | 55,000 | 55,000 | 75,580 | 20,580 | 37% | 20,580 | 37% |
| Training | 0 | 254,600 | 269,600 | 239,600 | (15,000) | (6%) | (30,000) | (11%) |
| Department Totals | 15,482,278 | 16,718,365 | 17,706,005 | 17,758,282 | 1,039,917 | 6% | 52,277 | 0% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|-------------------|-------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Personal services | 12,891,865 | 13,494,479 | 14,402,823 | 14,789,058 | 1,294,579 | 10% | 386,235 |
| Supplies for resale | 174,224 | 235,000 | 235,000 | 245,000 | 10,000 | 4% | 10,000 | 4% |
| Other supplies, services and charges | 495,106 | 599,406 | 718,702 | 708,811 | 109,405 | 18% | (9,891) | (1%) |
| Repairs and maintenance | 404,172 | 358,310 | 358,310 | 378,681 | 20,371 | 6% | 20,371 | 6% |
| Utilities | 117,095 | 135,500 | 135,500 | 135,500 | 0 | 0% | 0 | 0% |
| Fuel and lubricants | 93,870 | 145,000 | 145,000 | 145,000 | 0 | 0% | 0 | 0% |
| Miscellaneous | 13,784 | 7,800 | 7,800 | 33,300 | 25,500 | 327% | 25,500 | 327% |
| Capital outlay | 0 | 675,000 | 635,000 | 0 | (675,000) | (100%) | (635,000) | (100%) |
| Interdepartment charges | 957,372 | 1,020,559 | 1,020,559 | 1,265,029 | 244,470 | 24% | 244,470 | 24% |
| Transfers out | 334,790 | 47,311 | 47,311 | 57,903 | 10,592 | 22% | 10,592 | 22% |
| Department Totals | 15,482,278 | 16,718,365 | 17,706,005 | 17,758,282 | 1,039,917 | 6% | 52,277 | 0% |

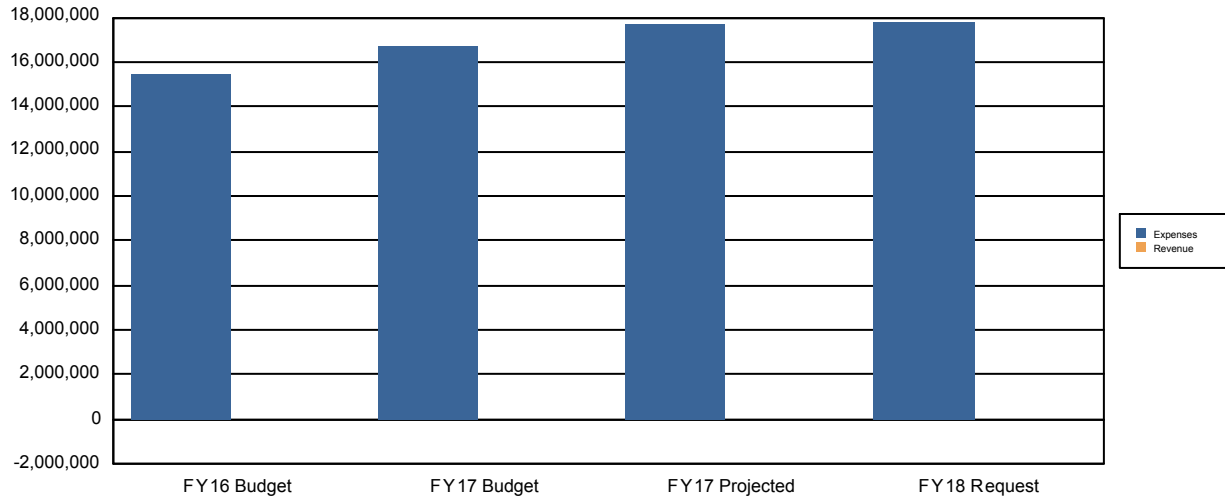
FY18 Expenses By Type



Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|----------------|----------------|-------------------|--------------------|
| Assistant Fire Chief I | 2.00 | 3.00 | 2.00 | -1.00 |
| Assistant Fire Chief II | 4.00 | 3.00 | 0.00 | -3.00 |
| Asst. Fire Chief I Paramedic | 0.00 | 0.00 | 1.00 | 1.00 |
| Asst. Fire Chief II Paramedic | 0.00 | 0.00 | 3.00 | 3.00 |
| Battalion Chief | 5.00 | 5.00 | 1.00 | -4.00 |
| Battalion Chief Paramedic | 0.00 | 0.00 | 4.00 | 4.00 |
| Communications Specialist-Fire | 8.00 | 8.00 | 9.00 | 1.00 |
| Communications Supvr-Fire | 1.00 | 1.00 | 1.00 | 0.00 |
| Fire Captain I | 6.00 | 7.00 | 2.00 | -5.00 |
| Fire Captain I Paramedic | 0.00 | 0.00 | 6.00 | 6.00 |
| Fire Captain II | 15.00 | 15.00 | 7.00 | -8.00 |
| Fire Captain II Paramedic | 0.00 | 0.00 | 7.00 | 7.00 |
| Fire Chief | 1.00 | 1.00 | 1.00 | 0.00 |
| Fire Dept Management Analyst | 1.00 | 0.00 | 0.00 | 0.00 |
| Fire Engineer | 5.00 | 10.00 | 1.00 | -9.00 |
| Fire Engineer Paramedic | 0.00 | 0.00 | 6.00 | 6.00 |
| Fire Specialist | 74.00 | 70.00 | 42.00 | -28.00 |
| Fire Specialist Paramedic | 0.00 | 0.00 | 29.00 | 29.00 |
| Firefighter | 17.00 | 24.00 | 6.00 | -18.00 |
| Firefighter Paramedic | 0.00 | 0.00 | 21.00 | 21.00 |
| Lead Comm Specialist-Fire | 4.00 | 4.00 | 3.00 | -1.00 |
| Management Analyst - Fire | 0.00 | 1.00 | 1.00 | 0.00 |
| Office Coordinator | 1.00 | 1.00 | 1.00 | 0.00 |
| Department Totals | 144.00 | 153.00 | 154.00 | 1.00 |

Total Budget



Law

FY18 Budget Summary

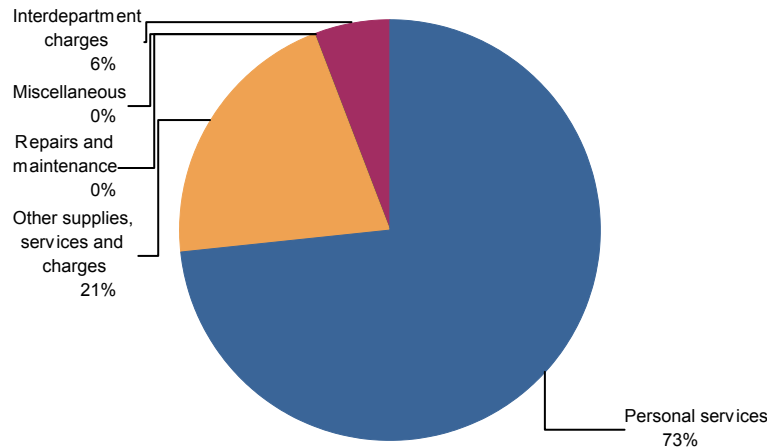
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|---------------------------|------------------|-------------------|-------------------|---------------------------|------------|------------------------------|------------|
| | | | | | \$ | % | \$ | % |
| | Department Administration | 454,593 | 370,121 | 387,326 | 479,837 | 109,715 | 30% | 92,511 |
| Safety & Risk Management | 131,016 | 182,579 | 145,002 | 185,638 | 3,059 | 2% | 40,636 | 28% |
| Code Enforcement/Prosecut | 306,619 | 354,462 | 345,563 | 387,164 | 32,701 | 9% | 41,601 | 12% |
| Support To Development | (4,715) | 72,213 | 99,174 | 113,159 | 40,946 | 57% | 13,984 | 14% |
| Legal Compliance | 235,181 | 291,854 | 289,278 | 232,474 | (59,380) | (20%) | (56,804) | (20%) |
| Department Totals | 1,122,694 | 1,271,229 | 1,266,343 | 1,398,271 | 127,042 | 10% | 131,928 | 10% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|-------------------|------------------|-------------------|-------------------|---------------------------|------------|------------------------------|------------|
| | | | | | \$ | % | \$ | % |
| | Personal services | 944,908 | 1,002,151 | 991,518 | 1,026,930 | 24,779 | 2% | 35,412 |
| Other supplies, services and charges | 122,976 | 193,707 | 199,454 | 289,565 | 95,858 | 49% | 90,111 | 45% |
| Repairs and maintenance | 383 | 1,010 | 1,010 | 1,364 | 354 | 35% | 354 | 35% |
| Miscellaneous | 166 | 400 | 400 | 500 | 100 | 25% | 100 | 25% |
| Interdepartment charges | 54,262 | 73,961 | 73,961 | 79,912 | 5,951 | 8% | 5,951 | 8% |
| Department Totals | 1,122,694 | 1,271,229 | 1,266,343 | 1,398,271 | 127,042 | 10% | 131,928 | 10% |

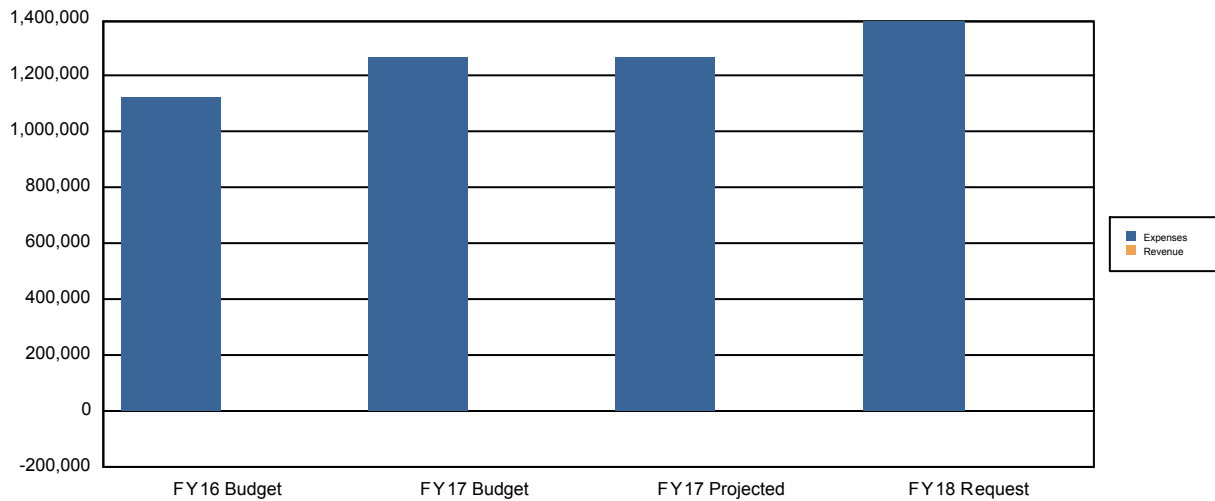
FY18 Expenses By Type



Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|----------------|----------------|-------------------|--------------------|
| Asst. Prosecuting Attorney PTR | 0.50 | 0.75 | 0.76 | 0.01 |
| Chief Counsel of Infr. & Plng. | 0.00 | 0.00 | 0.50 | 0.50 |
| Chief Counsel of Mgmt & Ops | 1.00 | 1.00 | 1.00 | 0.00 |
| Chief Counsel of Public Safety | 0.00 | 1.00 | 1.00 | 0.00 |
| Chief of Litigation | 1.00 | 1.00 | 0.50 | -0.50 |
| Chief Prosecuting Attorney | 1.00 | 1.00 | 1.00 | 0.00 |
| City Attorney | 1.00 | 1.00 | 1.00 | 0.00 |
| Contract Compliance Coor/Para | 1.00 | 1.00 | 1.00 | 0.00 |
| Executive Assistant PTR | 0.75 | 0.80 | 0.75 | -0.05 |
| Legal Assistant | 0.00 | 1.00 | 1.00 | 0.00 |
| Office Manager/Paralegal | 0.00 | 1.00 | 1.00 | 0.00 |
| Paralegal/Victims Advocate | 2.00 | 0.00 | 0.00 | 0.00 |
| Police Legal Advisor | 1.00 | 0.00 | 0.00 | 0.00 |
| Staff Attorney | 1.00 | 1.00 | 1.00 | 0.00 |
| Department Totals | 10.25 | 10.55 | 10.51 | -0.04 |

Total Budget



Municipal Court FY18 Budget Summary

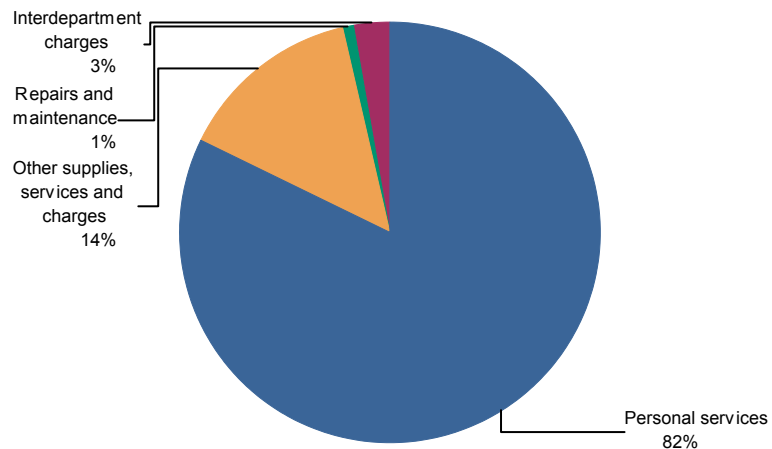
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Department Administration | 136,562 | 125,251 | 139,233 | 144,288 | 19,038 | 15% | 5,056 | 4% |
| Operations Division | 421,632 | 480,507 | 464,227 | 519,612 | 39,105 | 8% | 55,385 | 12% |
| Probation | 129,045 | 125,478 | 125,478 | 127,106 | 1,627 | 1% | 1,627 | 1% |
| Court Security Operations | 101,704 | 110,380 | 92,715 | 86,197 | (24,182) | (22%) | (6,518) | (7%) |
| Department Totals | 788,944 | 841,616 | 821,653 | 877,203 | 35,588 | 4% | 55,550 | 7% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 650,004 | 677,138 | 662,130 | 721,647 | 44,510 | 7% | 59,517 | 9% |
| Other supplies, services and charges | 109,749 | 127,396 | 122,441 | 123,276 | (4,120) | (3%) | 835 | 1% |
| Repairs and maintenance | 1,765 | 10,650 | 10,650 | 8,150 | (2,500) | (23%) | (2,500) | (23%) |
| Miscellaneous | 303 | 400 | 400 | 0 | (400) | (100%) | (400) | (100%) |
| Interdepartment charges | 27,124 | 26,032 | 26,032 | 24,130 | (1,902) | (7%) | (1,902) | (7%) |
| Department Totals | 788,944 | 841,616 | 821,653 | 877,203 | 35,588 | 4% | 55,550 | 7% |

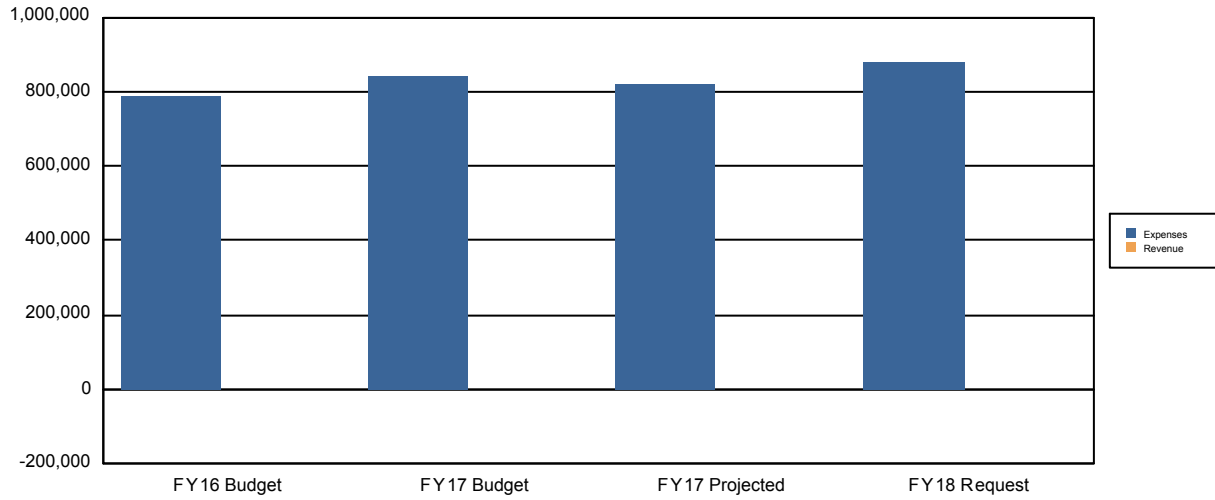
FY18 Expenses By Type



Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|------------------------------|----------------|----------------|-------------------|--------------------|
| Accounting Technician | 1.00 | 1.00 | 1.00 | 0.00 |
| Bond Clerk | 1.00 | 1.00 | 1.00 | 0.00 |
| Court Administrator | 1.00 | 1.00 | 1.00 | 0.00 |
| Court Bailiff | 0.01 | 0.48 | 0.00 | -0.48 |
| Court Security Officer | 1.00 | 1.00 | 1.00 | 0.00 |
| Deputy Court Clerk | 2.30 | 2.43 | 2.43 | 0.00 |
| Municipal Judge | 1.18 | 1.15 | 1.15 | 0.00 |
| Probation/Compliance Officer | 2.00 | 2.00 | 2.00 | 0.00 |
| Records Management Clerk | 0.80 | 0.80 | 0.80 | 0.00 |
| Warrant Clerk | 1.00 | 1.00 | 1.00 | 0.00 |
| Department Totals | 11.29 | 11.87 | 11.38 | -0.48 |

Total Budget



Report data refreshed 4/18/2017 6:47:00AM

Planning and Special Projects

FY18 Budget Summary

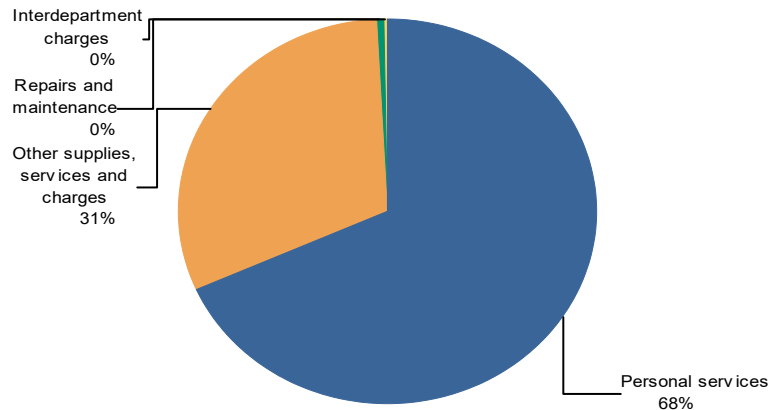
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|----------------|----------------|-------------------|-------------------|---------------------------|------------|------------------------------|------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Department Administration | 231,232 | 239,776 | 244,888 | 188,240 | (51,536) | (21%) | (56,648) | (23%) |
| Grant Administration | 88,943 | 75,434 | 74,434 | 147,109 | 71,674 | 95% | 72,674 | 98% |
| Long Range Planning | 162,884 | 219,960 | 188,613 | 298,900 | 78,940 | 36% | 110,287 | 58% |
| Neighborhood Services | 283,353 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Department Totals | 766,412 | 535,170 | 507,935 | 634,248 | 99,078 | 19% | 126,313 | 25% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|----------------|----------------|-------------------|-------------------|---------------------------|------------|------------------------------|------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 641,749 | 417,819 | 394,755 | 434,053 | 16,234 | 4% | 39,298 | 10% |
| Other supplies, services and charges | 62,668 | 69,905 | 65,734 | 195,464 | 125,559 | 180% | 129,730 | 197% |
| Repairs and maintenance | 15,963 | 1,634 | 1,634 | 2,166 | 532 | 33% | 532 | 33% |
| Fuel and lubricants | 3,431 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Miscellaneous | 623 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Interdepartment charges | 41,978 | 45,812 | 45,812 | 2,565 | (43,247) | (94%) | (43,247) | (94%) |
| Department Totals | 766,412 | 535,170 | 507,935 | 634,248 | 99,078 | 19% | 126,313 | 25% |

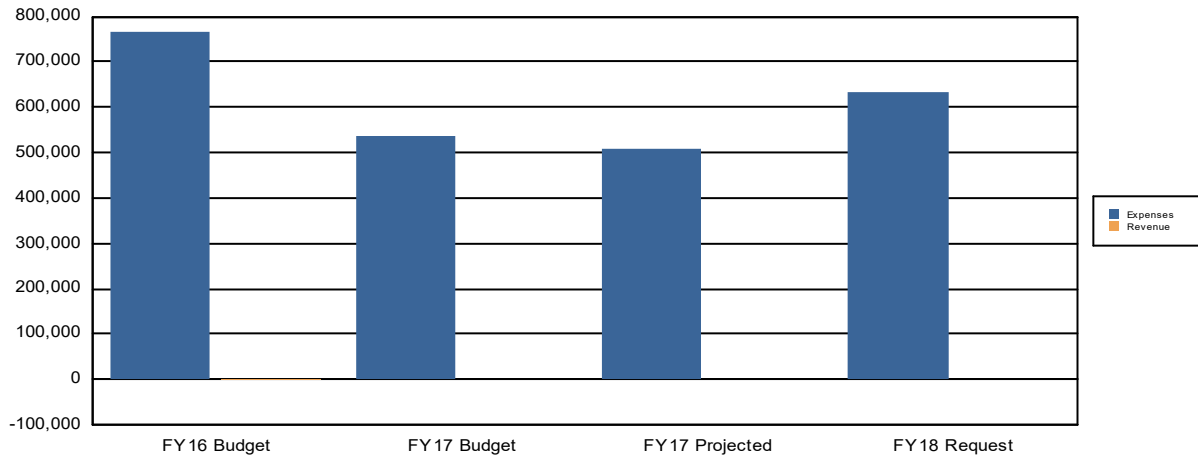
FY18 Expenses By Type



Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------------------|----------------|----------------|-------------------|--------------------|
| Asst Dir. of Planning and Special Projects | 1.00 | 1.00 | 1.00 | 0.00 |
| Asst. Director of Codes Admin. | 1.00 | 0.00 | 0.00 | 0.00 |
| Community Standards Officer | 1.00 | 0.00 | 0.00 | 0.00 |
| Director of Planning & Special Projects | 1.00 | 1.00 | 1.00 | 0.00 |
| Neighborhood Services Officer | 3.00 | 0.00 | 0.00 | 0.00 |
| Planner | 1.00 | 0.00 | 1.00 | 1.00 |
| Planning Intern | 0.70 | 0.01 | 0.01 | 0.00 |
| Senior Planner | 1.00 | 2.00 | 1.00 | -1.00 |
| Department Totals | 9.70 | 4.01 | 4.01 | 0.00 |

Total Budget



Police

FY18 Budget Summary

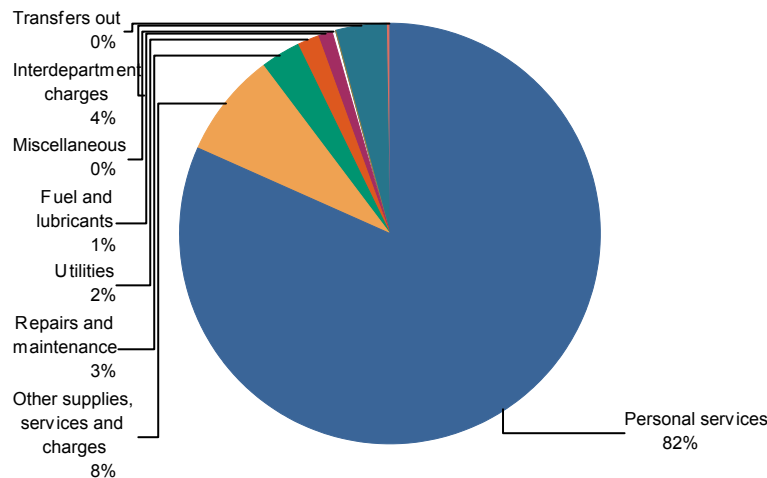
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|-------------------|-------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | Department Administration | 4,259,401 | 4,165,661 | 4,433,509 |
| Support Services | 2,640,548 | 2,735,388 | 2,658,512 | 2,803,831 | 68,443 | 3% | 145,319 | 5% |
| Special Operations | 532,547 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Operations Division | 7,484,297 | 8,232,569 | 8,136,157 | 8,052,986 | (179,583) | (2%) | (83,171) | (1%) |
| Criminal Investigate Div | 3,764,605 | 3,629,352 | 3,607,403 | 3,849,301 | 219,950 | 6% | 241,899 | 7% |
| Animal Control | 804,866 | 866,172 | 871,172 | 866,001 | (171) | 0% | (5,171) | (1%) |
| Department Totals | 19,486,265 | 19,629,141 | 19,706,753 | 19,921,760 | 292,619 | 1% | 215,007 | 1% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|-------------------|-------------------|-------------------|-------------------|---------------------------|------------|------------------------------|------------|
| | | | | | \$ | % | \$ | % |
| | | | | | Personal services | 16,029,395 | 16,033,312 | 16,143,565 |
| Other supplies, services and charges | 1,447,965 | 1,514,697 | 1,498,056 | 1,569,437 | 54,740 | 4% | 71,381 | 5% |
| Repairs and maintenance | 657,127 | 618,567 | 617,567 | 618,512 | (55) | 0% | 945 | 0% |
| Utilities | 309,429 | 350,202 | 349,702 | 349,702 | (500) | 0% | 0 | 0% |
| Fuel and lubricants | 182,736 | 239,013 | 219,013 | 239,013 | 0 | 0% | 20,000 | 9% |
| Miscellaneous | 21,560 | 24,070 | 29,570 | 6,500 | (17,570) | (73%) | (23,070) | (78%) |
| Interdepartment charges | 793,067 | 804,294 | 804,294 | 825,159 | 20,865 | 3% | 20,865 | 3% |
| Transfers out | 44,986 | 44,986 | 44,986 | 28,791 | (16,195) | (36%) | (16,195) | (36%) |
| Department Totals | 19,486,265 | 19,629,141 | 19,706,753 | 19,921,760 | 292,619 | 1% | 215,007 | 1% |

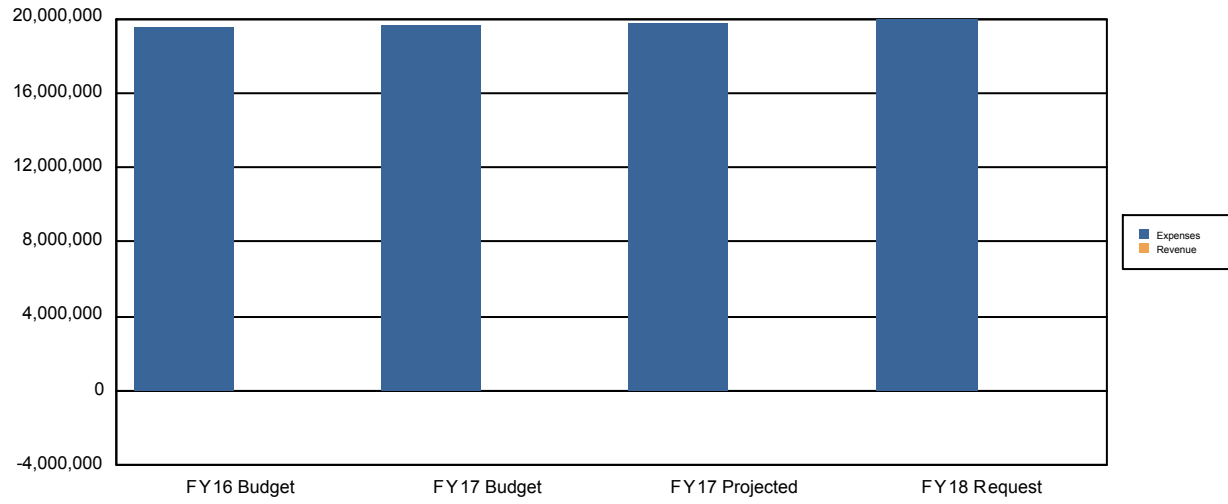
FY18 Expenses By Type



Full Time Equivalents (FTE)

| Job Titles | FY16 | FY17 | FY18 | Difference |
|-------------------------------|---------------|---------------|---------------|-------------|
| | Budget | Budget | Requested | |
| Administrative Secretary | 1.00 | 1.00 | 1.00 | 0.00 |
| Animal Control Field Supvr. | 1.00 | 1.00 | 1.00 | 0.00 |
| Animal Control Manager | 1.00 | 1.00 | 1.00 | 0.00 |
| Animal Control Officer | 5.00 | 5.00 | 5.00 | 0.00 |
| Communications Specialist-Pol | 16.00 | 14.00 | 14.00 | 0.00 |
| Communications Supvr-Police | 1.00 | 1.00 | 1.00 | 0.00 |
| Crime Scene Technician | 1.00 | 1.00 | 0.00 | -1.00 |
| Detention Officer | 7.50 | 7.50 | 9.00 | 1.50 |
| Evidence & Property Tech. | 2.00 | 1.00 | 1.00 | 0.00 |
| Facilities Maintenance Worker | 1.00 | 1.00 | 1.00 | 0.00 |
| Lead Comm Specialist-Police | 2.00 | 4.00 | 4.00 | 0.00 |
| Lead Detention Officer | 3.00 | 3.00 | 3.00 | 0.00 |
| Master Police Officer | 73.00 | 69.00 | 0.00 | -69.00 |
| Master Police Officer I | 0.00 | 0.00 | 36.00 | 36.00 |
| Master Police Officer II | 0.00 | 0.00 | 31.00 | 31.00 |
| Mgr, Accreditation/Info Mgmt | 1.00 | 1.00 | 1.00 | 0.00 |
| Parking Control Officer | 1.00 | 1.00 | 1.00 | 0.00 |
| Police Captain | 6.00 | 6.00 | 6.00 | 0.00 |
| Police Chief | 1.00 | 1.00 | 1.00 | 0.00 |
| Police Major I | 1.00 | 1.00 | 1.00 | 0.00 |
| Police Major II | 3.00 | 3.00 | 3.00 | 0.00 |
| Police Officer I | 20.00 | 14.00 | 21.00 | 7.00 |
| Police Officer II | 19.00 | 29.00 | 27.00 | -2.00 |
| Police Records Clerk | 3.50 | 3.50 | 3.50 | 0.00 |
| Police Sergeant | 19.00 | 19.00 | 0.00 | -19.00 |
| Police Sergeant I | 0.00 | 0.00 | 8.00 | 8.00 |
| Police Sergeant II | 0.00 | 0.00 | 11.00 | 11.00 |
| Police Services Officer | 3.00 | 3.00 | 3.00 | 0.00 |
| Police Systems Manager | 0.00 | 1.00 | 1.00 | 0.00 |
| Purchasing and Supply Officer | 1.00 | 1.00 | 1.00 | 0.00 |
| Receptionist | 1.00 | 0.00 | 0.00 | 0.00 |
| Secretary | 2.50 | 3.50 | 3.50 | 0.00 |
| Shelter Attendant | 4.50 | 4.50 | 4.50 | 0.00 |
| Technical Services Specialist | 1.00 | 1.00 | 1.00 | 0.00 |
| Department Totals | 202.00 | 202.00 | 205.50 | 3.50 |

Total Budget



Report data refreshed 4/18/2017 6:47:00AM

Public Works Engineering FY18 Budget Summary

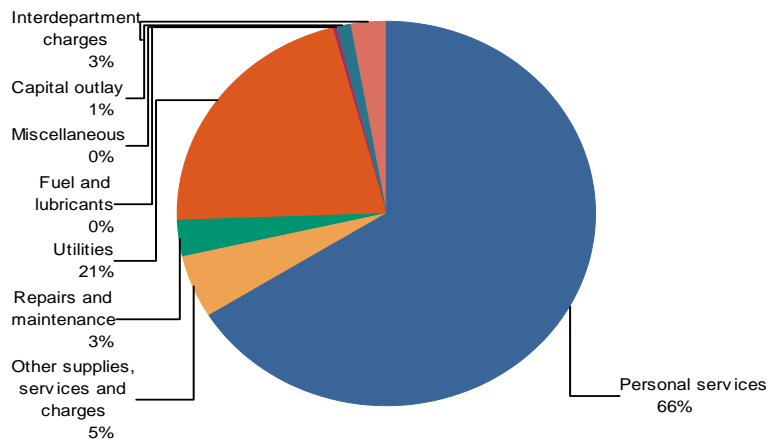
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | Department Administration | 1,345,076 | 1,397,466 | 1,470,439 |
| Stormwater Management | 0 | 0 | 0 | 152,213 | 152,213 | 0% | 152,213 | 0% |
| Support To Development | 134,560 | 138,420 | 127,086 | 146,025 | 7,604 | 5% | 18,939 | 15% |
| Support to Water Eng & Const | 70,101 | 98,308 | 97,155 | 47,984 | (50,324) | (51%) | (49,171) | (51%) |
| Customer Service | 169,227 | 344,597 | 339,476 | 298,979 | (45,618) | (13%) | (40,497) | (12%) |
| Support to Solid Waste Mgmt | 47,404 | 30,811 | 28,714 | 19,188 | (11,623) | (38%) | (9,526) | (33%) |
| Traffic Engineering | 209,094 | 1,984,968 | 1,945,180 | 1,994,548 | 9,580 | 0% | 49,368 | 3% |
| Infrastructure Improvemts | 1,259,516 | 1,286,310 | 1,302,728 | 1,359,879 | 73,569 | 6% | 57,151 | 4% |
| Support to Airport | 21,657 | 40,995 | 38,926 | 36,756 | (4,239) | (10%) | (2,170) | (6%) |
| Department Totals | 3,256,636 | 5,321,876 | 5,349,703 | 5,591,202 | 269,327 | 5% | 241,499 | 5% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | Personal services | 2,916,515 | 3,487,202 | 3,546,561 |
| Other supplies, services and charges | 118,337 | 337,651 | 322,363 | 305,876 | (31,775) | (9%) | (16,487) | (5%) |
| Repairs and maintenance | 48,840 | 89,458 | 80,801 | 161,314 | 71,857 | 80% | 80,513 | 100% |
| Utilities | 11,001 | 1,196,773 | 1,202,535 | 1,192,600 | (4,173) | (0%) | (9,935) | (1%) |
| Fuel and lubricants | 11,236 | 31,413 | 19,804 | 25,115 | (6,298) | (20%) | 5,311 | 27% |
| Miscellaneous | 8,768 | 9,650 | 7,910 | 1,650 | (8,000) | (83%) | (6,260) | (79%) |
| Capital outlay | 0 | 0 | 0 | 54,902 | 54,902 | 0% | 54,902 | 0% |
| Interdepartment charges | 141,939 | 169,729 | 169,729 | 158,325 | (11,404) | (7%) | (11,404) | (7%) |
| Department Totals | 3,256,636 | 5,321,876 | 5,349,703 | 5,591,202 | 269,327 | 5% | 241,499 | 5% |

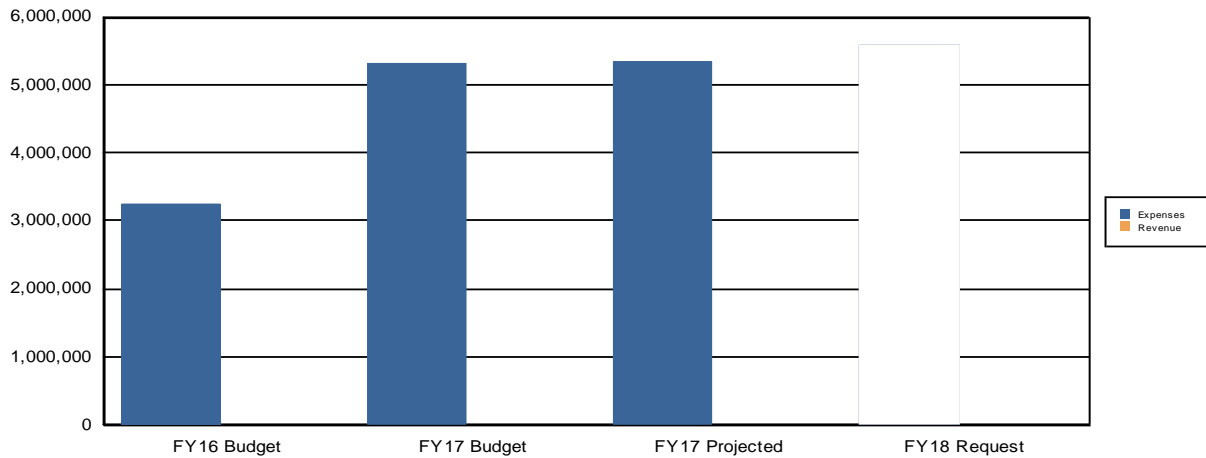
FY18 Expenses By Type



Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|-----------------------------------------|----------------|----------------|-------------------|--------------------|
| Administrative Assistant | 1.00 | 1.00 | 1.00 | 0.00 |
| CIP Resident Inspector | 5.00 | 5.00 | 7.00 | 2.00 |
| City Traffic Engineer | 1.00 | 1.00 | 1.00 | 0.00 |
| Clerk-Typist | 1.00 | 1.00 | 1.00 | 0.00 |
| Construction Inspector | 2.80 | 2.10 | 0.00 | -2.10 |
| Construction Manager | 1.00 | 1.00 | 1.00 | 0.00 |
| Construction Project Manager | 3.00 | 3.00 | 3.00 | 0.00 |
| Deputy Dir. of P.Wks./Admin. | 1.00 | 1.00 | 1.00 | 0.00 |
| Deputy Dir. of P.Wks./City Eng | 1.00 | 1.00 | 1.00 | 0.00 |
| Director of Public Works | 1.00 | 1.00 | 1.00 | 0.00 |
| Engineering Technician/Senior Eng. Tech | 5.00 | 4.00 | 4.00 | 0.00 |
| Environmental Specialist | 0.00 | 1.00 | 1.00 | 0.00 |
| Field Engineering Inspector | 0.00 | 1.00 | 1.00 | 0.00 |
| Lead Engineering Technician | 0.00 | 1.00 | 1.00 | 0.00 |
| Lead Traffic Operations Technician | 1.00 | 0.00 | 1.00 | 1.00 |
| Project Manager | 1.00 | 1.00 | 1.00 | 0.00 |
| Public Works Admin. Manager | 0.00 | 0.00 | 1.00 | 1.00 |
| Public Works Intern | 0.00 | 0.00 | 0.25 | 0.25 |
| Public Works Mgmt. Analyst | 1.00 | 1.00 | 0.00 | -1.00 |
| Right-of-Way Agent | 1.00 | 1.00 | 1.00 | 0.00 |
| Senior Signal & Lighting Tech. | 0.00 | 1.00 | 0.00 | -1.00 |
| Senior Traffic Operations Technician | 0.00 | 0.00 | 2.00 | 2.00 |
| Service Representative I | 1.00 | 1.00 | 1.00 | 0.00 |
| Signal & Lighting Technician | 0.00 | 1.00 | 0.00 | -1.00 |
| Signs & Markings Technician | 0.00 | 3.00 | 0.00 | -3.00 |
| Staff Engineer/Senior Staff Engineer | 6.00 | 6.00 | 7.00 | 1.00 |
| Streets Operations Supervisor | 0.00 | 1.00 | 0.00 | -1.00 |
| Supervisory Engineer | 1.00 | 1.00 | 1.00 | 0.00 |
| Traffic Operations Technician | 0.00 | 0.00 | 3.00 | 3.00 |
| Department Totals | 33.80 | 41.10 | 42.25 | 1.15 |

Total Budget



Public Works Operations

FY18 Budget Summary

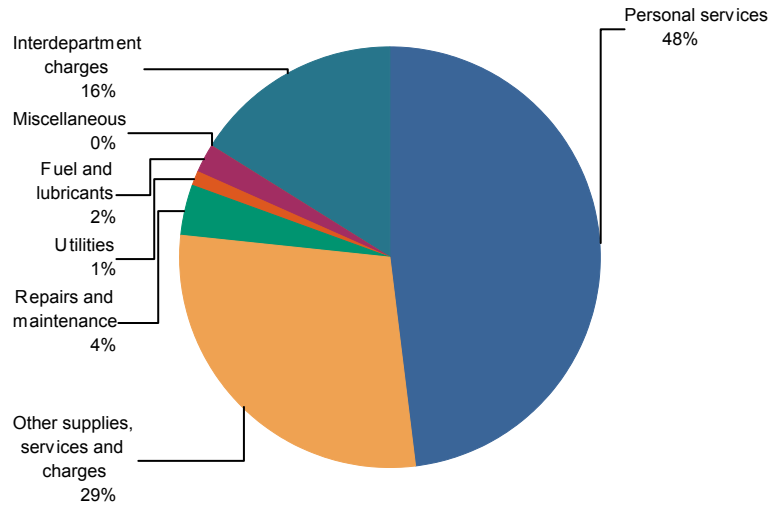
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|---------------------------|------------------|-------------------|-------------------|---------------------------|-------------|------------------------------|-------------|
| | | | | | \$ | % | \$ | % |
| | Department Administration | 1,241,532 | 1,332,563 | 1,347,385 | 1,373,546 | 40,983 | 3% | 26,161 |
| Stormwater Control | 521,993 | 577,289 | 468,379 | 466,556 | (110,733) | (19%) | (1,823) | 0% |
| Street Management | 783,508 | 936,517 | 855,328 | 889,735 | (46,782) | (5%) | 34,407 | 4% |
| Pot Hole Patching | 85,278 | 98,053 | 113,601 | 148,692 | 50,639 | 52% | 35,091 | 31% |
| Snow Removal | 539,747 | 844,007 | 829,311 | 740,834 | (103,173) | (12%) | (88,478) | (11%) |
| Street Sweeping | 85,601 | 93,840 | 87,113 | 108,910 | 15,070 | 16% | 21,797 | 25% |
| Traffic Control | 1,802,472 | 100,500 | 81,885 | 84,008 | (16,493) | (16%) | 2,123 | 3% |
| Right of Way Maintenance | 819,700 | 873,905 | 1,036,577 | 930,068 | 56,163 | 6% | (106,509) | (10%) |
| Sidewalk maintenance | 172,728 | 114,033 | 147,935 | 124,569 | 10,536 | 9% | (23,366) | (16%) |
| Bridge Maintenance | 45,523 | 48,217 | 68,911 | 67,451 | 19,234 | 40% | (1,460) | (2%) |
| Infrastructure Improvemts | (2,648) | 0 | 0 | 1,995 | 1,995 | 0% | 1,995 | 0% |
| Department Totals | 6,095,434 | 5,018,924 | 5,036,425 | 4,936,363 | (82,561) | (2%) | (100,062) | (2%) |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|-------------------|------------------|-------------------|-------------------|---------------------------|-------------|------------------------------|-------------|
| | | | | | \$ | % | \$ | % |
| | Personal services | 2,668,475 | 2,342,407 | 2,363,114 | 2,366,505 | 24,097 | 1% | 3,391 |
| Other supplies, services and charges | 1,307,104 | 1,531,390 | 1,597,282 | 1,415,961 | (115,429) | (8%) | (181,320) | (11%) |
| Repairs and maintenance | 186,369 | 198,338 | 151,875 | 191,558 | (6,780) | (3%) | 39,683 | 26% |
| Utilities | 1,185,763 | 56,159 | 56,157 | 56,964 | 805 | 1% | 807 | 1% |
| Fuel and lubricants | 70,727 | 121,801 | 99,121 | 111,889 | (9,912) | (8%) | 12,768 | 13% |
| Miscellaneous | 7,388 | 2,270 | 2,318 | 1,975 | (295) | (13%) | (343) | (15%) |
| Interdepartment charges | 669,608 | 766,559 | 766,559 | 791,511 | 24,952 | 3% | 24,952 | 3% |
| Department Totals | 6,095,434 | 5,018,924 | 5,036,425 | 4,936,363 | (82,561) | (2%) | (100,062) | (2%) |

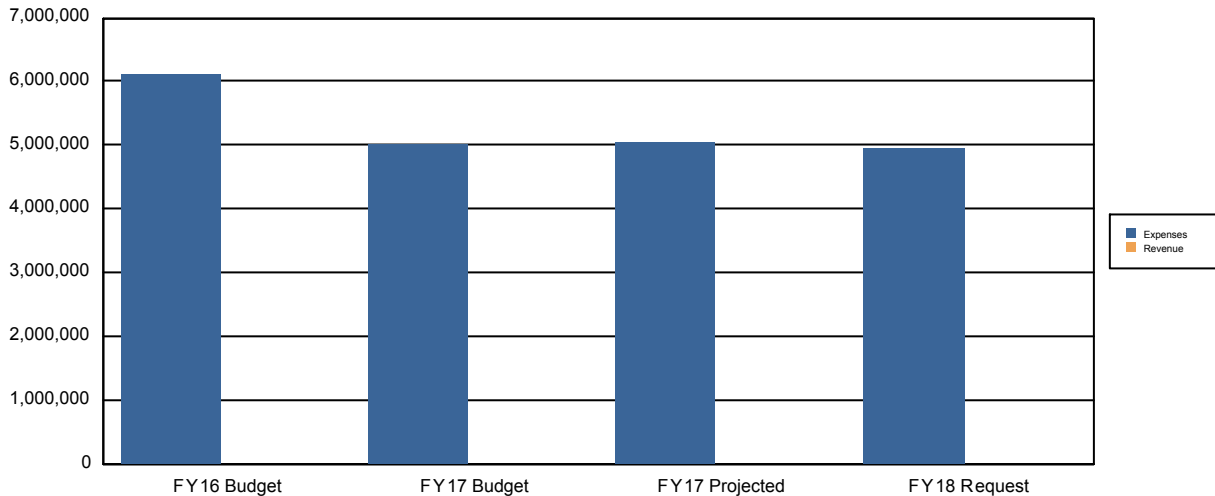
FY18 Expenses By Type



Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|--------------|--------------|----------------|-----------------|
| Administrative Assistant | 0.00 | 0.00 | 1.00 | 1.00 |
| Administrative Coordinator | 1.00 | 1.00 | 0.00 | -1.00 |
| Asst. Director of P. Wks. Oper | 1.00 | 1.00 | 1.00 | 0.00 |
| Clerk-Typist | 1.00 | 1.20 | 0.80 | -0.40 |
| Equipment Operator | 15.00 | 14.00 | 14.00 | 0.00 |
| Maintenance Worker | 9.00 | 12.00 | 12.00 | 0.00 |
| Public Works Operations Mgr. | 1.00 | 1.00 | 1.00 | 0.00 |
| Senior Signal & Lighting Tech. | 1.00 | 0.00 | 0.00 | 0.00 |
| Service Attendant | 1.00 | 1.00 | 1.00 | 0.00 |
| Signal & Lighting Technician | 1.00 | 0.00 | 0.00 | 0.00 |
| Signs & Markings Technician | 3.00 | 0.00 | 0.00 | 0.00 |
| Streets Operations Supervisor | 4.00 | 3.00 | 3.00 | 0.00 |
| Department Totals | 38.00 | 34.20 | 33.80 | -0.40 |

Total Budget



Airport

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|------------------|------------------|-------------------|-------------------|---------------------------|------------|------------------------------|------------|
| | | | | | \$ | % | \$ | % |
| | | | | | Fines and forfeitures | 1,322 | 1,530 | 1,530 |
| Intergovernmental | 2,414,497 | 7,315,000 | 7,315,000 | 8,474,950 | 1,159,950 | 16% | 1,159,950 | 16% |
| Charges for services | 574,883 | 621,118 | 691,468 | 798,946 | 177,828 | 29% | 107,478 | 16% |
| Material and fuel sales | 672,008 | 662,969 | 554,339 | 752,110 | 89,141 | 13% | 197,771 | 36% |
| Investment earnings | 41,458 | 22,627 | 22,627 | 39,000 | 16,373 | 72% | 16,373 | 72% |
| Other | 22,391 | 23,515 | 27,938 | 42,452 | 18,937 | 81% | 14,514 | 52% |
| Transfers in | 220,753 | 124,554 | 124,554 | 331,200 | 206,646 | 166% | 206,646 | 166% |
| Department Totals | 3,947,312 | 8,771,313 | 8,737,456 | 10,440,258 | 1,668,945 | 19% | 1,702,802 | 19% |

Expenses by Program and Services

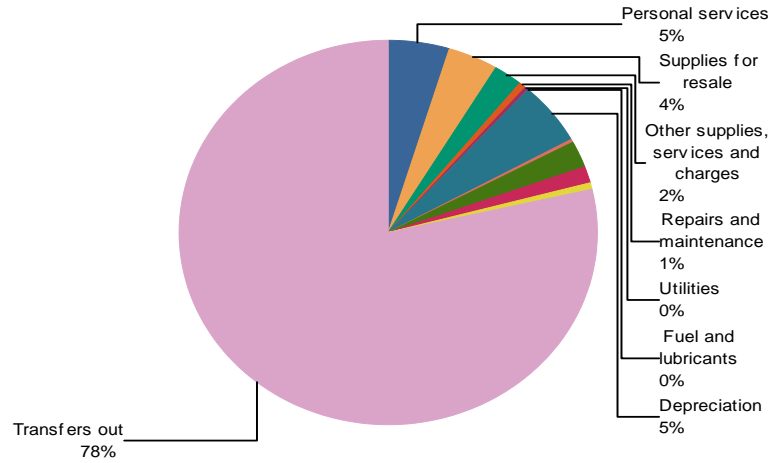
| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|------------------|------------------|-------------------|-------------------|---------------------------|------------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | Department Administration | 261,656 | 256,379 | 262,546 |
| Debt & Cash Management | 1,088,529 | 8,453,564 | 8,539,689 | 9,828,461 | 1,374,898 | 16% | 1,288,773 | 15% |
| Airport Bldg & Grnd Maint | 148,560 | 154,315 | 189,914 | 241,176 | 86,861 | 56% | 51,262 | 27% |
| Runway & Taxiway Maint | 117,144 | 169,637 | 160,116 | 181,406 | 11,769 | 7% | 21,290 | 13% |
| Pilot Supplies & Fuel | 659,409 | 690,581 | 575,010 | 883,028 | 192,446 | 28% | 308,017 | 54% |
| Environment Montrg & Comp | 10,548 | 26,327 | 47,167 | 35,987 | 9,660 | 37% | (11,180) | (24%) |
| Infrastructure Improvemts | 15,234 | 15,393 | 1,518,474 | 10,705 | (4,688) | (30%) | (1,507,769) | (99%) |
| Revenue | 2,473 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Department Totals | 2,303,554 | 9,766,197 | 11,292,916 | 11,462,427 | 1,696,230 | 17% | 169,511 | 2% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|----------------|----------------|-------------------|-------------------|---------------------------|---------|------------------------------|---------|
| | | | | | \$ | % | \$ | % |
| | | | | | Personal services | 380,001 | 437,005 | 408,348 |
| Supplies for resale | 445,304 | 440,447 | 364,924 | 453,735 | 13,288 | 3% | 88,811 | 24% |
| Other supplies, services and charges | 141,582 | 211,127 | 222,231 | 250,890 | 39,763 | 19% | 28,659 | 13% |
| Repairs and maintenance | 81,457 | 54,049 | 90,219 | 57,495 | 3,446 | 6% | (32,724) | (36%) |
| Utilities | 46,743 | 37,345 | 41,365 | 46,050 | 8,705 | 23% | 4,685 | 11% |
| Fuel and lubricants | 7,788 | 8,500 | 8,900 | 7,025 | (1,475) | (17%) | (1,875) | (21%) |
| Depreciation | 566,064 | 556,115 | 574,865 | 593,113 | 36,998 | 7% | 18,248 | 3% |
| Miscellaneous | 41,195 | 45,920 | 35,920 | 45,150 | (770) | (2%) | 9,230 | 26% |
| Interest | 769 | 120,753 | 188,128 | 237,652 | 116,900 | 97% | 49,525 | 26% |
| Capital outlay | 0 | 0 | 1,503,081 | 172,810 | 172,810 | 0% | (1,330,271) | (89%) |
| Construction | 0 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Interdepartment charges | 68,482 | 78,240 | 78,240 | 72,843 | (5,397) | (7%) | (5,397) | (7%) |

| | | | | | | | | |
|--------------------------|------------------|------------------|-------------------|-------------------|------------------|------------|----------------|-----------|
| Transfers out | 524,169 | 7,776,696 | 7,776,696 | 8,997,696 | 1,221,000 | 16% | 1,221,000 | 16% |
| Department Totals | 2,303,554 | 9,766,197 | 11,292,916 | 11,462,427 | 1,696,230 | 17% | 169,511 | 2% |

FY18 Expenses By Type



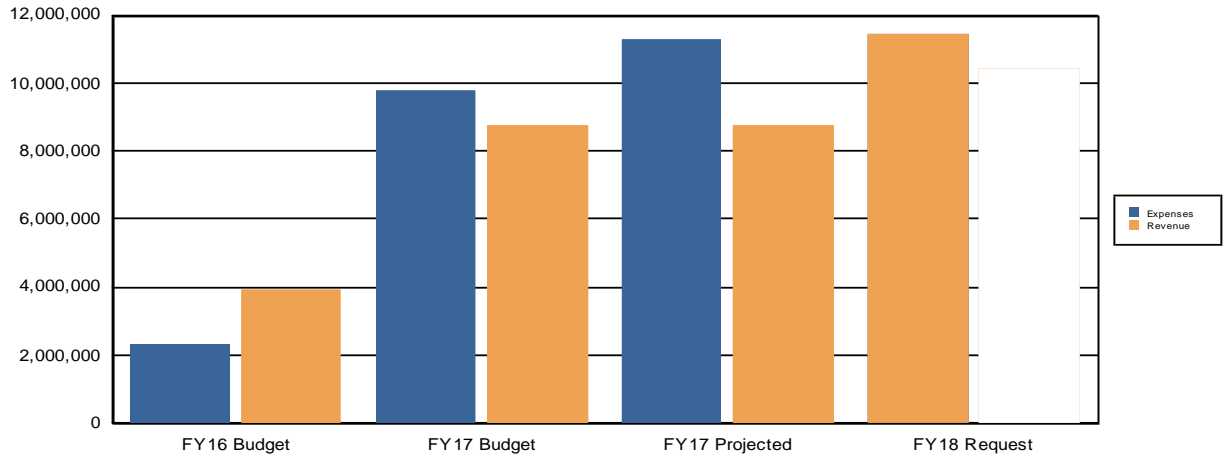
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|-------------|-------------|----------------|----------------|------------------------|----|---------------------------|----|
| | | | | \$ | % | \$ | % |
| 1,643,759 | (994,884) | (2,555,460) | (1,022,169) | (27,285) | 0% | 1,533,291 | 0% |

Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|-------------|-------------|----------------|-----------------|
| Airport Attendant | 3.26 | 1.26 | 1.26 | 0.00 |
| Airport Intern | 0.00 | 0.20 | 0.20 | 0.00 |
| Airport Maintenance Technician | 1.00 | 0.00 | 0.00 | 0.00 |
| Airport Manager | 1.00 | 1.00 | 1.00 | 0.00 |
| Assistant Airport Manager | 0.00 | 1.00 | 1.00 | 0.00 |
| Facilities Maintenance Worker | 0.00 | 2.00 | 2.00 | 0.00 |
| Line Attendant | 0.00 | 2.00 | 2.70 | 0.70 |
| Line Attendant Supervisor | 1.00 | 0.00 | 0.00 | 0.00 |
| Service Attendant | 0.00 | 0.00 | 1.00 | 1.00 |
| Department Totals | 6.26 | 7.46 | 9.16 | 1.70 |

Total Budget



Solid Waste

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|-----------------------|----------------|-------------------|-------------------|---------------------------|--------------|------------------------------|--------------|
| | | | | | \$ | % | \$ | % |
| | Fines and forfeitures | 24,596 | 0 | 39,556 | 10,000 | 10,000 | 0% | (29,556) |
| Charges for services | 2,046,725 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Material and fuel sales | 38,280 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Investment earnings | 66,010 | 0 | 1,430 | 1,430 | 1,430 | 0% | 0 | 0% |
| Other | 1,320,761 | 677,000 | 677,001 | 577,000 | (100,000) | (15%) | (100,001) | (15%) |
| Sale of property | (140,780) | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Transfers in | 103,470 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Department Totals | 3,459,061 | 677,000 | 717,987 | 588,430 | (88,570) | (13%) | (129,557) | (18%) |

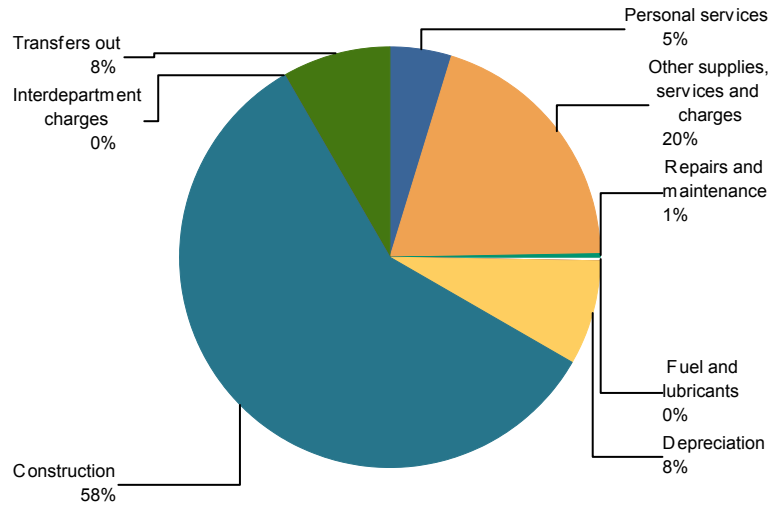
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|---------------------------|------------------|-------------------|-------------------|---------------------------|--------------|------------------------------|--------------|
| | | | | | \$ | % | \$ | % |
| | Department Administration | 532,614 | 129,160 | 190,339 | 129,934 | 774 | 1% | (60,405) |
| Debt & Cash Management | 4,137,107 | 445,018 | 445,018 | 397,462 | (47,556) | (11%) | (47,556) | (11%) |
| Customer Service | 54,107 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Solid Waste Management | 508,425 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Yard Waste | 117,464 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Recycling | 105,551 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Household Hazardous Waste | 107,091 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Environment Montrg & Comp | 874,688 | 425,000 | 503,378 | 440,000 | 15,000 | 4% | (63,378) | (13%) |
| Capital Projects | 0 | 3,563,163 | 1,650,132 | 1,143,775 | (2,419,388) | (68%) | (506,357) | (31%) |
| Department Totals | 6,437,047 | 4,562,341 | 2,788,867 | 2,111,171 | (2,451,169) | (54%) | (677,695) | (24%) |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|-------------------|------------------|-------------------|-------------------|---------------------------|--------------|------------------------------|--------------|
| | | | | | \$ | % | \$ | % |
| | Personal services | 672,460 | 94,644 | 99,391 | 101,112 | 6,468 | 7% | 1,721 |
| Other supplies, services and charges | 1,035,301 | 533,783 | 599,411 | 418,641 | (115,142) | (22%) | (180,770) | (30%) |
| Repairs and maintenance | 119,868 | 11,050 | 6,003 | 10,800 | (250) | (2%) | 4,797 | 80% |
| Utilities | 46,908 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Fuel and lubricants | 80,867 | 2,160 | 600 | 612 | (1,548) | (72%) | 12 | 2% |
| Depreciation | 200,256 | 180,455 | 180,455 | 174,462 | (5,993) | (3%) | (5,993) | (3%) |
| Construction | 225,611 | 3,563,163 | 1,725,921 | 1,228,775 | (2,334,388) | (66%) | (497,146) | (29%) |
| Interdepartment charges | 230,700 | 2,086 | 2,086 | 1,769 | (317) | (15%) | (317) | (15%) |
| Transfers out | 3,825,076 | 175,000 | 175,000 | 175,000 | 0 | 0% | 0 | 0% |
| Department Totals | 6,437,047 | 4,562,341 | 2,788,867 | 2,111,171 | (2,451,169) | (54%) | (677,695) | (24%) |

FY18 Expenses By Type



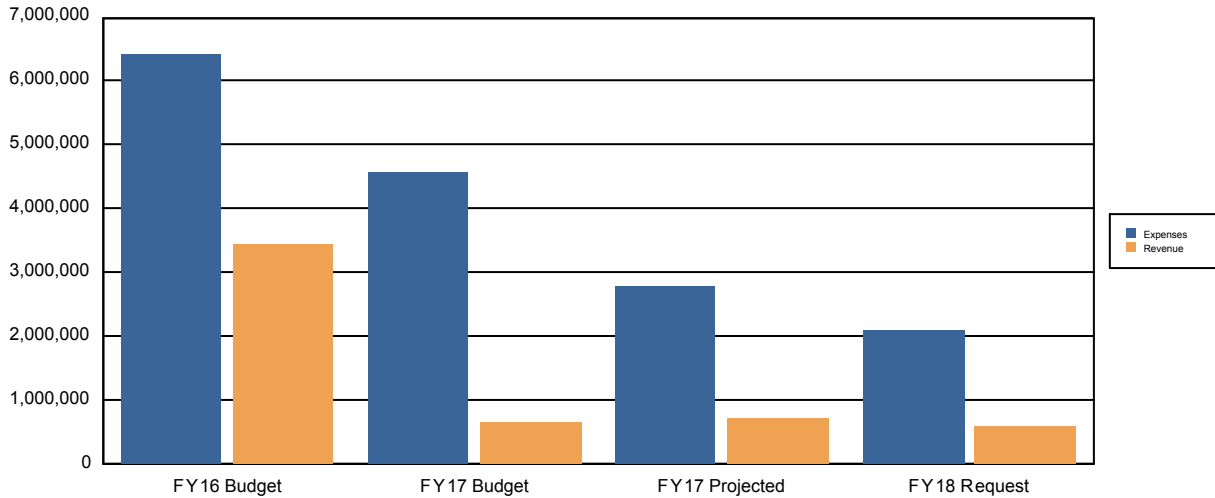
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|-------------|-------------|----------------|----------------|------------------------|----|---------------------------|----|
| | | | | \$ | % | \$ | % |
| (2,977,986) | (3,885,341) | (2,070,880) | (1,522,741) | 2,362,599 | 0% | 548,138 | 0% |

Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|--------------|-------------|----------------|-----------------|
| Environmental Programs Manager | 1.00 | 0.00 | 0.00 | 0.00 |
| Equipment Operator | 6.00 | 0.00 | 0.00 | 0.00 |
| Maintenance Worker | 4.00 | 0.00 | 0.00 | 0.00 |
| Recycling Center Attendant PTR | 0.60 | 0.00 | 0.00 | 0.00 |
| Scalehouse Attendant PTR | 1.20 | 0.00 | 0.00 | 0.00 |
| Site Supervisor | 1.00 | 0.00 | 0.00 | 0.00 |
| Solid Waste Superintendent | 1.00 | 1.00 | 1.00 | 0.00 |
| Department Totals | 14.80 | 1.00 | 1.00 | 0.00 |

Total Budget



Water

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|-----------------------|-------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Fines and forfeitures | 270,939 | 274,375 | 298,709 | 284,511 | 10,136 | 4% | (14,198) |
| Licenses and permits | 190,653 | 80,204 | 124,953 | 80,204 | 0 | 0% | (44,749) | (36%) |
| Intergovernmental | 440,453 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Charges for services | 34,051,057 | 35,753,916 | 35,645,947 | 36,746,952 | 993,036 | 3% | 1,101,005 | 3% |
| Material and fuel sales | 156,430 | 182,412 | 248,663 | 193,500 | 11,088 | 6% | (55,163) | (22%) |
| Investment earnings | 141,553 | 55,000 | 44,536 | 55,000 | 0 | 0% | 10,464 | 23% |
| Other | 446,233 | 42,350 | 195,253 | 48,605 | 6,255 | 15% | (146,648) | (75%) |
| Transfers in | 967,635 | 546,628 | 546,628 | 442,067 | (104,561) | (19%) | (104,561) | (19%) |
| Department Totals | 36,664,953 | 36,934,885 | 37,104,690 | 37,850,839 | 915,954 | 2% | 746,149 | 2% |

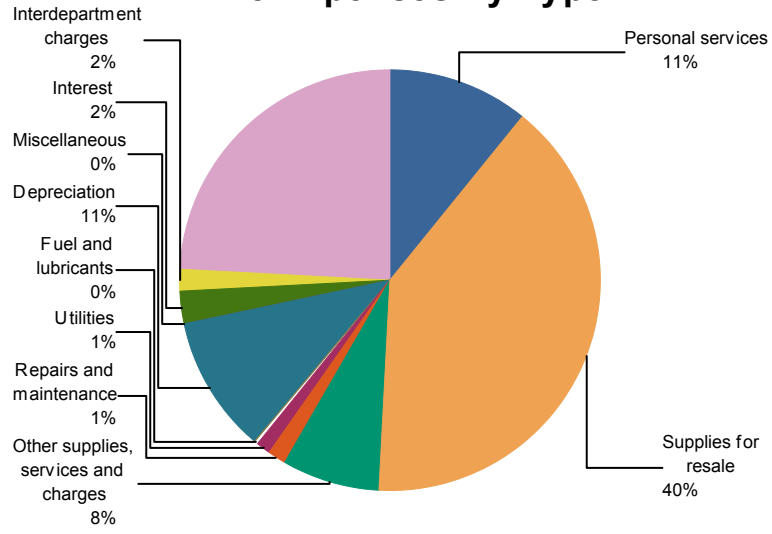
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|-------------------|-------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Operations | 5,496,380 | 5,992,834 | 5,644,450 | 5,800,423 | (192,411) | (3%) | 155,972 |
| Revenue | 8,975 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Customer Service | 30,419,924 | 34,244,751 | 33,215,763 | 35,059,959 | 815,208 | 2% | 1,844,196 | 6% |
| Department Totals | 35,925,278 | 40,237,585 | 38,860,214 | 40,860,382 | 622,797 | 2% | 2,000,168 | 5% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|-------------------|-------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Personal services | 3,875,396 | 4,119,671 | 3,887,866 | 4,396,083 | 276,412 | 7% | 508,217 |
| Supplies for resale | 15,907,901 | 16,249,167 | 16,050,405 | 16,418,764 | 169,597 | 1% | 368,359 | 2% |
| Other supplies, services and charges | 2,523,558 | 3,212,947 | 2,928,911 | 3,073,247 | (139,701) | (4%) | 144,336 | 5% |
| Repairs and maintenance | 382,220 | 570,152 | 827,016 | 479,573 | (90,579) | (16%) | (347,443) | (42%) |
| Utilities | 538,518 | 594,560 | 501,151 | 518,551 | (76,009) | (13%) | 17,400 | 3% |
| Fuel and lubricants | 61,960 | 71,485 | 46,838 | 56,436 | (15,049) | (21%) | 9,598 | 20% |
| Depreciation | 4,337,988 | 4,325,000 | 4,313,760 | 4,330,000 | 5,000 | 0% | 16,240 | 0% |
| Miscellaneous | 10,860 | 20,975 | 20,925 | 18,475 | (2,500) | (12%) | (2,450) | (12%) |
| Interest | 101,745 | 1,009,500 | 88,000 | 1,016,000 | 6,500 | 1% | 928,000 | 1,055% |
| Capital outlay | 59,092 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Construction | (59,092) | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Interdepartment charges | 580,833 | 685,193 | 685,193 | 706,079 | 20,886 | 3% | 20,886 | 3% |
| Transfers out | 7,604,298 | 9,378,935 | 9,510,149 | 9,847,174 | 468,239 | 5% | 337,025 | 4% |
| Department Totals | 35,925,278 | 40,237,585 | 38,860,214 | 40,860,382 | 622,797 | 2% | 2,000,168 | 5% |

FY18 Expenses By Type



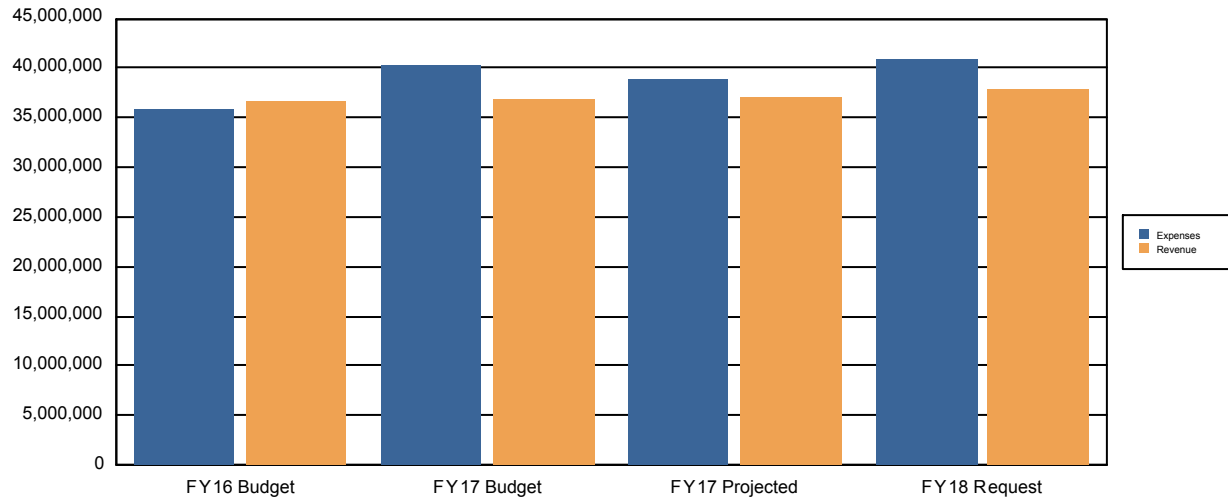
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|----------------|----------------|-------------------|-------------------|---------------------------|----|------------------------------|----|
| | | | | \$ | % | \$ | % |
| 739,675 | (3,302,700) | (1,755,524) | (3,009,543) | 293,157 | 0% | (1,254,019) | 0% |

Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|----------------|----------------|-------------------|--------------------|
| Account Services Manager | 0.00 | 0.00 | 1.00 | 1.00 |
| Administrative Secretary | 1.00 | 1.00 | 1.00 | 0.00 |
| Administrative Supervisor | 1.00 | 1.00 | 1.00 | 0.00 |
| Asst. Dir. of Engineering Svcs | 1.00 | 1.00 | 1.00 | 0.00 |
| Asst. Dir. of Support Service | 1.00 | 1.00 | 1.00 | 0.00 |
| Asst. Director of Operations | 1.00 | 1.00 | 1.00 | 0.00 |
| Community Relations Specialist | 1.00 | 1.00 | 1.00 | 0.00 |
| Control System Supervisor | 0.00 | 1.00 | 1.00 | 0.00 |
| Customer Service Rep. | 3.00 | 3.00 | 3.00 | 0.00 |
| Customer Service Supervisor | 1.00 | 1.00 | 1.00 | 0.00 |
| Director of Water Utilities | 1.00 | 1.00 | 1.00 | 0.00 |
| Equipment Operator Sewer | 9.00 | 8.00 | 7.00 | -1.00 |
| Equipment Operator Water | 5.00 | 6.00 | 5.00 | -1.00 |
| Equipment Technician | 2.00 | 2.00 | 2.00 | 0.00 |
| Facilities Maintenance Worker | 0.00 | 1.00 | 1.00 | 0.00 |
| Facilities Manager | 1.00 | 1.00 | 1.00 | 0.00 |
| Facilities Supervisor | 1.00 | 0.00 | 0.00 | 0.00 |
| Facilities Technician | 2.00 | 0.00 | 0.00 | 0.00 |
| Fire Hydrant Painter | 0.50 | 0.50 | 0.00 | -0.50 |
| Instrumentation & Controls Tec | 0.00 | 2.00 | 2.00 | 0.00 |
| Maintenance Worker | 11.00 | 8.00 | 8.00 | 0.00 |
| Management Analyst - W.U. | 0.00 | 0.00 | 1.00 | 1.00 |
| Meter Service Technician | 8.00 | 8.00 | 8.00 | 0.00 |
| Metered Services Specialist | 1.00 | 1.00 | 1.00 | 0.00 |
| Metered Services Supervisor | 1.00 | 1.00 | 1.00 | 0.00 |
| Operations Technician | 0.00 | 0.00 | 2.00 | 2.00 |
| Seasonal Laborer | 0.00 | 0.00 | 0.50 | 0.50 |
| Secretary | 2.00 | 2.00 | 2.00 | 0.00 |
| Utility Engineer | 0.00 | 0.00 | 1.00 | 1.00 |
| Utility System Manager | 2.00 | 2.00 | 2.00 | 0.00 |
| Utility System Supervisor | 2.00 | 3.00 | 3.00 | 0.00 |
| Utility Technician | 0.00 | 1.00 | 1.00 | 0.00 |
| Water Utilities Analyst | 1.00 | 1.00 | 1.00 | 0.00 |
| Water Utilities Mgmt Analyst | 1.00 | 1.00 | 0.00 | -1.00 |
| Department Totals | 60.50 | 60.50 | 62.50 | 2.00 |

Total Budget



Report data refreshed 4/18/2017 6:47:00AM

Central Building Services

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Investment earnings | 13,805 | 0 | 0 | 0 | 0% | 0 | 0% | |
| Other | 766 | 0 | 7,450 | 25,000 | 0% | 17,550 | 236% | |
| Interdepartment revenues | 1,141,172 | 1,485,685 | 1,485,685 | 1,588,443 | 102,758 | 7% | 102,758 | 7% |
| Transfers in | 4,250 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Department Totals | 1,159,993 | 1,485,685 | 1,493,135 | 1,613,443 | 127,758 | 9% | 120,308 | 8% |

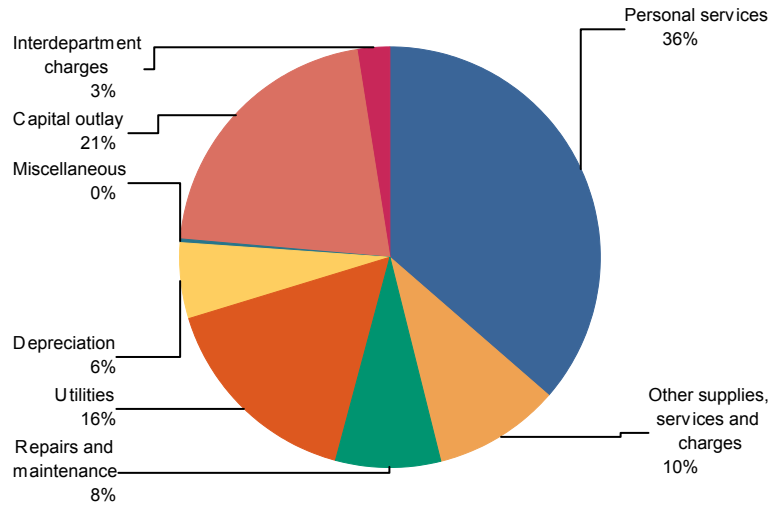
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Facility Services | 350,388 | 419,969 | 429,469 | 465,623 | 45,653 | 11% | 36,153 | 8% |
| Custodial Services | 344,474 | 402,527 | 251,843 | 352,247 | (50,280) | (12%) | 100,404 | 40% |
| Project Management | 90,094 | 100,547 | 100,547 | 107,944 | 7,397 | 7% | 7,397 | 7% |
| Utilities/General Servcs | 235,749 | 389,016 | 377,016 | 443,449 | 54,433 | 14% | 66,433 | 18% |
| BERP program | 116,623 | 263,000 | 263,000 | 368,000 | 105,000 | 40% | 105,000 | 40% |
| Capital Project Activity | 0 | 93,000 | 93,000 | 0 | (93,000) | (100%) | (93,000) | (100%) |
| Department Totals | 1,137,327 | 1,668,059 | 1,514,876 | 1,737,262 | 69,204 | 4% | 222,387 | 15% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 670,478 | 727,987 | 578,604 | 631,498 | (96,489) | (13%) | 52,894 | 9% |
| Other supplies, services and charges | 24,858 | 47,823 | 48,023 | 167,744 | 119,921 | 251% | 119,721 | 249% |
| Repairs and maintenance | 75,244 | 129,000 | 134,000 | 140,000 | 11,000 | 9% | 6,000 | 4% |
| Utilities | 221,134 | 245,825 | 237,325 | 281,849 | 36,024 | 15% | 44,524 | 19% |
| Fuel and lubricants | 1,963 | 3,500 | 3,000 | 0 | (3,500) | (100%) | (3,000) | (100%) |
| Depreciation | 100,057 | 94,541 | 94,541 | 101,424 | 6,883 | 7% | 6,883 | 7% |
| Miscellaneous | 0 | 0 | 0 | 3,000 | 3,000 | 0% | 3,000 | 0% |
| Capital outlay | 116,623 | 356,000 | 356,000 | 368,000 | 12,000 | 3% | 12,000 | 3% |
| Construction | (109,104) | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Interdepartment charges | 36,075 | 63,383 | 63,383 | 43,748 | (19,636) | (31%) | (19,636) | (31%) |
| Department Totals | 1,137,327 | 1,668,059 | 1,514,876 | 1,737,262 | 69,204 | 4% | 222,387 | 15% |

FY18 Expenses By Type



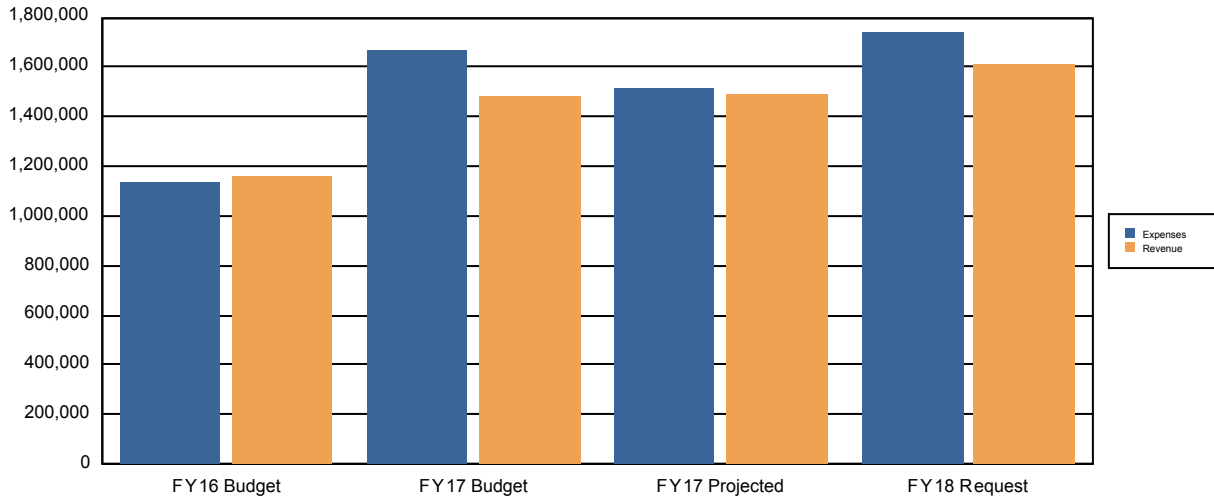
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|-------------|-------------|----------------|----------------|------------------------|----|---------------------------|----|
| | | | | \$ | % | \$ | % |
| 22,666 | (182,374) | (21,741) | (123,819) | 58,554 | 0% | (102,079) | 0% |

Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|--------------|--------------|----------------|-----------------|
| Asst. City Mgr, Internal Svcs. | 0.12 | 0.00 | 0.00 | 0.00 |
| Asst. City Mgr., Operations | 0.12 | 0.12 | 0.12 | 0.00 |
| Central Building Services Supv | 1.00 | 1.00 | 1.00 | 0.00 |
| City Architect | 1.00 | 1.00 | 1.00 | 0.00 |
| Custodian | 6.00 | 7.00 | 4.00 | -3.00 |
| Facilities Maintenance Worker | 1.50 | 1.50 | 2.50 | 1.00 |
| Lead Custodian | 1.00 | 0.00 | 0.00 | 0.00 |
| Department Totals | 10.74 | 10.62 | 8.62 | -2.00 |

Total Budget



Central Vehicle Maintenance

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|------------------|------------------|-------------------|-------------------|---------------------------|--------------|------------------------------|--------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Charges for services | 12 | 0 | 0 | 0 | 0% | 0 | 0% | |
| Investment earnings | 18,801 | 10,000 | 10,000 | 10,000 | 0 | 0% | 0 | 0% |
| Other | 1,046 | 850 | 1,760 | 1,640 | 790 | 93% | (120) | (7%) |
| Sale of property | (259,296) | 643,321 | 414,795 | 670,027 | 26,706 | 4% | 255,232 | 62% |
| Interdepartment revenues | 2,556,468 | 2,386,603 | 2,386,603 | 1,658,950 | (727,653) | (30%) | (727,653) | (30%) |
| Department Totals | 2,317,031 | 3,040,773 | 2,813,158 | 2,340,617 | (700,156) | (23%) | (472,540) | (17%) |

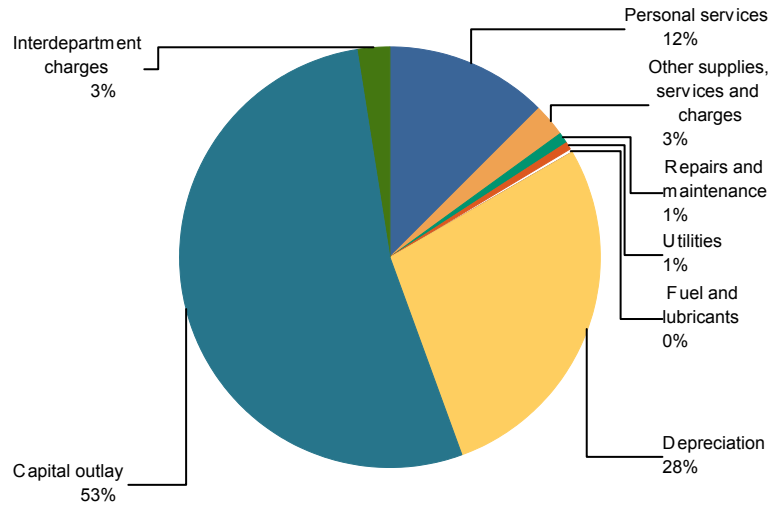
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|------------------|------------------|-------------------|-------------------|---------------------------|--------------|------------------------------|-------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Department Administration | 975,280 | 993,389 | 995,820 | 972,232 | (21,157) | (2%) | (23,588) | (2%) |
| Expansion | 90,050 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Vehicle/Equip Replacement | 2,118,702 | 4,750,802 | 4,566,315 | 4,191,329 | (559,473) | (12%) | (374,986) | (8%) |
| Department Totals | 3,184,032 | 5,744,190 | 5,562,135 | 5,163,561 | (580,629) | (10%) | (398,573) | (7%) |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|--------------|------------------------------|-------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 689,018 | 637,937 | 637,606 | 645,028 | 7,091 | 1% | 7,422 | 1% |
| Other supplies, services and charges | 120,941 | 113,075 | 117,607 | 134,629 | 21,554 | 19% | 17,022 | 14% |
| Repairs and maintenance | 26,041 | 20,035 | 17,965 | 33,712 | 13,678 | 68% | 15,748 | 88% |
| Utilities | 50,164 | 34,500 | 37,768 | 38,000 | 3,500 | 10% | 232 | 1% |
| Fuel and lubricants | 1,748 | 2,825 | 2,194 | 2,550 | (275) | (10%) | 356 | 16% |
| Depreciation | 2,211,118 | 1,679,169 | 1,679,169 | 1,446,207 | (232,962) | (14%) | (232,962) | (14%) |
| Capital outlay | 2,111,062 | 3,132,230 | 2,945,406 | 2,734,327 | (397,903) | (13%) | (211,079) | (7%) |
| Construction | (2,127,463) | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Interdepartment charges | 97,153 | 124,420 | 124,420 | 129,108 | 4,688 | 4% | 4,688 | 4% |
| Transfers out | 4,250 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Department Totals | 3,184,032 | 5,744,190 | 5,562,135 | 5,163,561 | (580,629) | (10%) | (398,573) | (7%) |

FY18 Expenses By Type



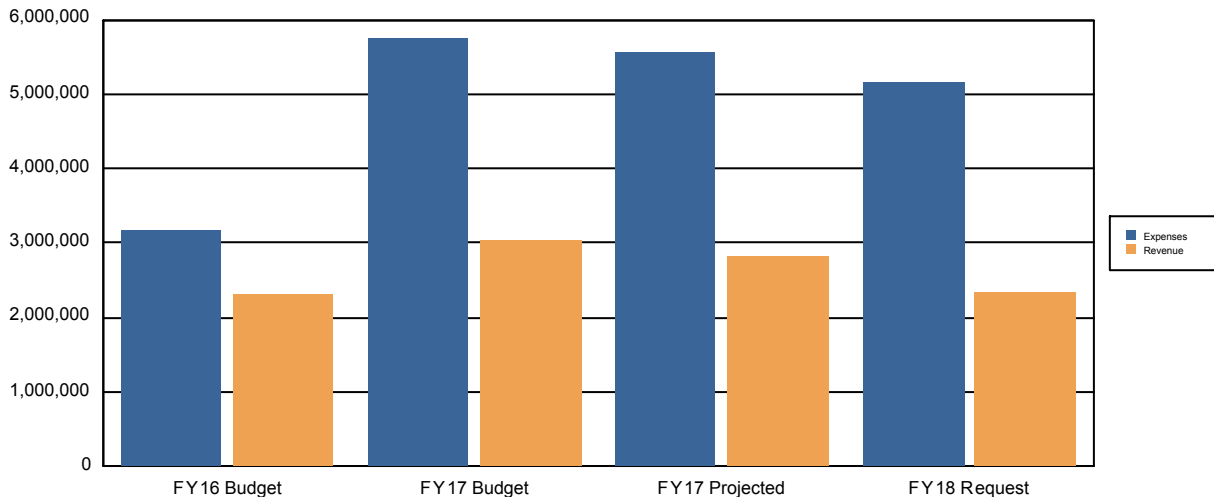
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|-------------|-------------|----------------|----------------|------------------------|----|---------------------------|----|
| | | | | \$ | % | \$ | % |
| (867,001) | (2,703,417) | (2,748,977) | (2,822,944) | (119,527) | 0% | (73,967) | 0% |

Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|-------------|-------------|----------------|-----------------|
| Administrative Assistant | 1.00 | 1.00 | 1.00 | 0.00 |
| Asst. City Mgr, Internal Svcs. | 0.12 | 0.00 | 0.00 | 0.00 |
| Asst. City Mgr., Operations | 0.12 | 0.12 | 0.12 | 0.00 |
| Fleet Manager | 1.00 | 1.00 | 1.00 | 0.00 |
| Maintenance Shop Supervisor | 1.00 | 1.00 | 1.00 | 0.00 |
| Mechanic | 6.00 | 6.00 | 6.00 | 0.00 |
| Department Totals | 9.24 | 9.12 | 9.12 | 0.00 |

Total Budget



ITS

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-------------|------------------------------|-------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Charges for services | 30 | 0 | 0 | 0 | 0% | 0 | 0% | |
| Investment earnings | 35,684 | 0 | 0 | 0 | 0 | 0 | 0% | |
| Other | 2,749 | 0 | 0 | 0 | 0 | 0 | 0% | |
| Interdepartment revenues | 2,987,494 | 3,635,743 | 3,635,743 | 3,475,145 | (160,598) | (4%) | (160,598) | (4%) |
| Transfers in | 314,403 | 249,351 | 249,351 | 305,465 | 56,114 | 23% | 56,114 | 23% |
| Department Totals | 3,340,359 | 3,885,094 | 3,885,094 | 3,780,610 | (104,484) | (3%) | (104,484) | (3%) |

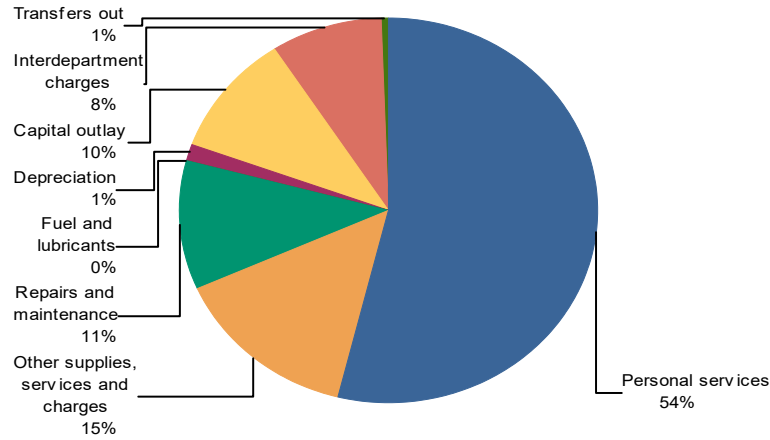
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|--------------|------------------------------|--------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Information Servs-MIS | 2,780,134 | 3,130,496 | 3,109,919 | 3,205,379 | 74,883 | 2% | 95,461 | 3% |
| Equipment & Software Replacmnt | 183,003 | 708,183 | 708,183 | 570,584 | (137,599) | (19%) | (137,599) | (19%) |
| Capital Project Activity | 518,004 | 1,031,548 | 1,031,548 | 306,465 | (725,083) | (70%) | (725,083) | (70%) |
| Department Totals | 3,481,141 | 4,870,227 | 4,849,649 | 4,082,428 | (787,799) | (16%) | (767,221) | (16%) |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|--------------|------------------------------|--------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 1,936,647 | 2,191,689 | 2,100,041 | 2,231,306 | 39,617 | 2% | 131,265 | 6% |
| Other supplies, services and charges | 521,996 | 888,937 | 936,604 | 608,471 | (280,465) | (32%) | (328,133) | (35%) |
| Repairs and maintenance | 380,085 | 436,692 | 460,095 | 443,989 | 7,297 | 2% | (16,106) | (4%) |
| Fuel and lubricants | 290 | 1,000 | 1,000 | 800 | (200) | (20%) | (200) | (20%) |
| Depreciation | 85,640 | 91,500 | 91,500 | 57,107 | (34,393) | (38%) | (34,393) | (38%) |
| Capital outlay | 225,689 | 429,101 | 429,101 | 429,848 | 747 | 0% | 747 | 0% |
| Construction | 0 | 484,950 | 484,950 | (67,108) | (552,058) | (114%) | (552,058) | (114%) |
| Interdepartment charges | 330,793 | 346,358 | 346,358 | 351,974 | 5,616 | 2% | 5,616 | 2% |
| Transfers out | 0 | 0 | 0 | 26,041 | 26,041 | 0% | 26,041 | 0% |
| Department Totals | 3,481,141 | 4,870,227 | 4,849,649 | 4,082,428 | (787,799) | (16%) | (767,221) | (16%) |

FY18 Expenses By Type



Net Income

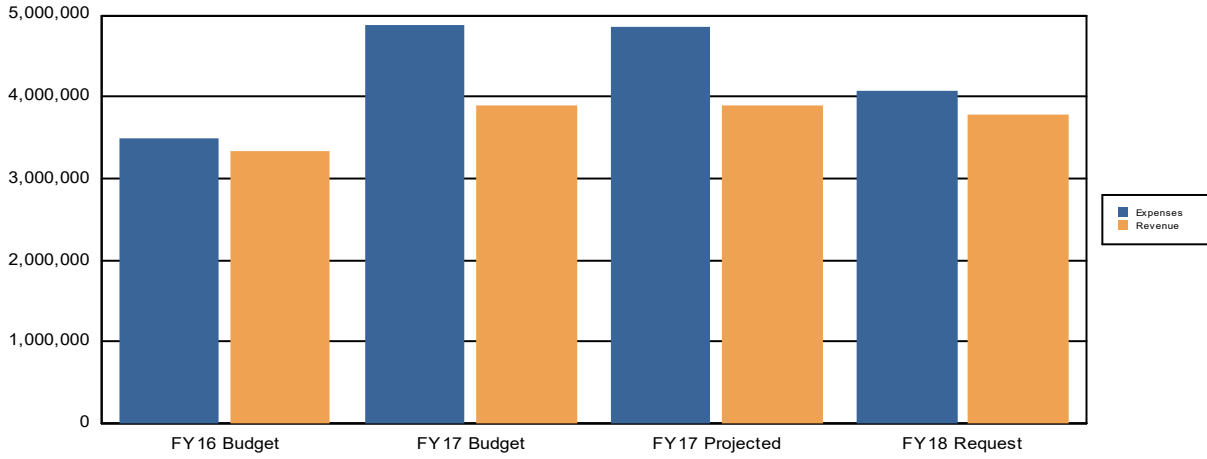
| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|-------------|-------------|----------------|----------------|------------------------|----|---------------------------|----|
| | | | | \$ | % | \$ | % |
| (140,782) | (985,133) | (964,555) | (301,818) | 683,315 | 0% | 662,737 | 0% |

Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|-------------|-------------|----------------|-----------------|
| Administrative Assistant | 0.00 | 1.00 | 1.00 | 0.00 |
| Applications Administrator | 5.00 | 5.00 | 5.00 | 0.00 |
| Applications Analyst | 1.00 | 1.00 | 1.00 | 0.00 |
| Asst Director, App Mgmt Svcs | 1.00 | 1.00 | 1.00 | 0.00 |
| Asst. City Mgr, Internal Svcs. | 0.12 | 0.00 | 0.00 | 0.00 |
| Audio Visual Evening | 0.14 | 0.14 | 0.14 | 0.00 |
| Audio Visual Sys Support PTT | 0.00 | 0.06 | 0.00 | -0.06 |
| Chief Technology Officer | 1.00 | 1.00 | 1.00 | 0.00 |
| Communications Systems Admin. | 1.00 | 1.00 | 1.00 | 0.00 |
| Database Administrator | 0.00 | 1.00 | 1.00 | 0.00 |
| Director of Administration | 0.12 | 0.12 | 0.12 | 0.00 |
| GIS Coordinator | 0.00 | 1.00 | 1.00 | 0.00 |
| GIS Technician | 2.00 | 1.00 | 1.35 | 0.35 |
| Intern | 0.00 | 0.00 | 0.01 | 0.01 |
| IT Inventory & Records Spec. | 1.00 | 0.00 | 0.00 | 0.00 |
| IT Operations Supervisor | 0.00 | 1.00 | 1.00 | 0.00 |
| ITS Help Desk Support Spec. | 1.00 | 1.00 | 1.00 | 0.00 |
| ITS Project Manager | 1.00 | 1.00 | 1.00 | 0.00 |
| ITS Support PTT | 1.44 | 1.44 | 1.44 | 0.00 |
| ITS Support Services Supvr. | 1.00 | 1.00 | 1.00 | 0.00 |
| Manager, Entprs. Tech. Svcs. | 1.00 | 1.00 | 1.00 | 0.00 |
| Network Administrator | 1.00 | 1.00 | 1.00 | 0.00 |
| Senior GIS Analyst | 1.00 | 0.00 | 0.00 | 0.00 |
| Senior GIS Technician | 0.00 | 1.00 | 1.00 | 0.00 |
| Senior Network Admin./Supvr. | 1.00 | 0.00 | 0.00 | 0.00 |

| | | | | |
|-------------------------------|--------------|--------------|--------------|-------------|
| System Support Analyst | 1.00 | 1.00 | 1.00 | 0.00 |
| System Support Specialist | 0.00 | 1.00 | 1.00 | 0.00 |
| Systems Analyst | 1.00 | 1.00 | 1.00 | 0.00 |
| Technical Services Specialist | 1.00 | 1.00 | 1.00 | 0.00 |
| Web Administrator | 1.00 | 1.00 | 1.00 | 0.00 |
| Web Specialist | 0.00 | 1.00 | 1.00 | 0.00 |
| Department Totals | 24.83 | 27.76 | 28.06 | 0.30 |

Total Budget



Parks and Recreation

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Taxes | 3,135,194 | 3,189,191 | 3,189,191 | 3,213,619 | 24,428 | 1% | 24,428 |
| Fines and forfeitures | 17,782 | 20,250 | 20,170 | 20,170 | (80) | 0% | 0 | 0% |
| Charges for services | 14,637 | 2,500 | 2,615 | 5,080 | 2,580 | 103% | 2,465 | 94% |
| Investment earnings | 26,779 | 5,000 | 5,000 | 5,000 | 0 | 0% | 0 | 0% |
| Other | 164,590 | 152,994 | 165,137 | 128,496 | (24,498) | (16%) | (36,641) | (22%) |
| Transfers in | 87,229 | 83,102 | 79,959 | 83,599 | 497 | 1% | 3,640 | 5% |
| Department Totals | 3,446,211 | 3,453,037 | 3,462,072 | 3,455,964 | 2,927 | 0% | (6,108) | 0% |

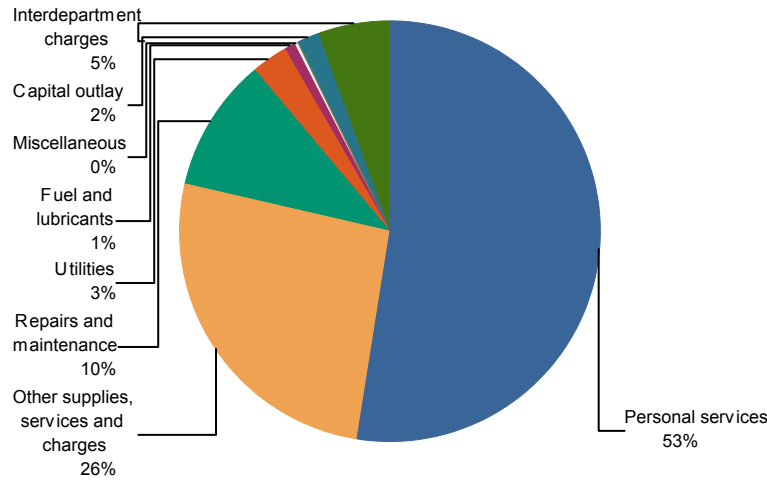
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|---------------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Department Administration | 878,158 | 919,785 | 951,175 | 922,166 | 2,380 | 0% | (29,009) |
| Debt & Cash Management | 8,129 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Park Services | 1,523,005 | 1,641,494 | 1,586,663 | 1,622,884 | (18,610) | (1%) | 36,221 | 2% |
| Grounds Maintenance | 4,416 | (45) | 13,087 | (5,930) | (5,884) | 0% | (19,016) | (145%) |
| Legacy Park | 662,673 | 654,872 | 610,321 | 716,491 | 61,619 | 9% | 106,170 | 17% |
| Beautification Commission | 44,544 | 56,064 | 52,939 | 57,106 | 1,042 | 2% | 4,167 | 8% |
| Department Totals | 3,120,924 | 3,272,170 | 3,214,184 | 3,312,717 | 40,547 | 1% | 98,533 | 3% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|-------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Personal services | 1,786,839 | 1,794,952 | 1,790,279 | 1,811,880 | 16,928 | 1% | 21,601 |
| Other supplies, services and charges | 837,256 | 854,455 | 879,944 | 892,903 | 38,447 | 4% | 12,959 | 1% |
| Repairs and maintenance | 309,201 | 347,026 | 296,044 | 353,566 | 6,541 | 2% | 57,523 | 19% |
| Utilities | 73,465 | 95,750 | 80,145 | 96,985 | 1,235 | 1% | 16,840 | 21% |
| Fuel and lubricants | 27,870 | 35,327 | 30,541 | 33,777 | (1,550) | (4%) | 3,236 | 11% |
| Miscellaneous | 12,240 | 0 | 3,572 | 3,000 | 3,000 | 0% | (572) | (16%) |
| Capital outlay | 0 | 79,550 | 68,550 | 63,027 | (16,523) | (21%) | (5,523) | (8%) |
| Construction | (122,360) | (122,353) | (122,353) | (130,852) | (8,499) | 0% | (8,499) | 0% |
| Interdepartment charges | 146,198 | 174,281 | 174,281 | 188,431 | 14,150 | 8% | 14,150 | 8% |
| Transfers out | 50,216 | 13,182 | 13,182 | 0 | (13,182) | (100%) | (13,182) | (100%) |
| Department Totals | 3,120,924 | 3,272,170 | 3,214,184 | 3,312,717 | 40,547 | 1% | 98,533 | 3% |

FY18 Expenses By Type



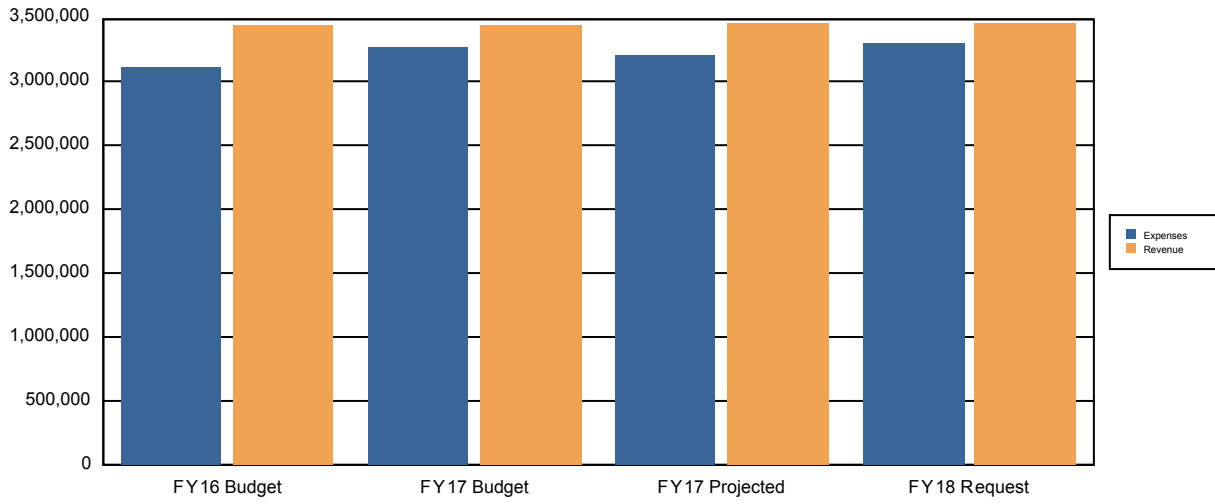
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|----------------|----------------|-------------------|-------------------|---------------------------|-------|------------------------------|-------|
| | | | | \$ | % | \$ | % |
| 325,287 | 180,867 | 247,887 | 143,247 | (37,620) | (21%) | (104,641) | (42%) |

Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|----------------|----------------|-------------------|--------------------|
| Accountant | 0.00 | 0.00 | 1.00 | 1.00 |
| Administrative Services Asst. | 1.00 | 1.00 | 2.00 | 1.00 |
| Administrative Services Coord. | 1.00 | 1.00 | 0.00 | -1.00 |
| Administrator of Parks & Rec | 1.00 | 1.00 | 1.00 | 0.00 |
| Asst. Supt. of Park Constr. | 0.00 | 1.00 | 1.00 | 0.00 |
| Asst. Supt., Planning & Dev. | 1.00 | 0.00 | 0.00 | 0.00 |
| Legacy Park Supervisor | 0.00 | 1.00 | 0.00 | -1.00 |
| Legacy Park Supervisor II | 1.00 | 0.00 | 0.00 | 0.00 |
| Maintenance Supervisor - Parks | 0.00 | 0.80 | 0.70 | -0.10 |
| Maintenance Supvr. II - Parks | 1.70 | 0.00 | 1.00 | 1.00 |
| Maintenance Worker - Parks | 1.85 | 1.02 | 1.02 | 0.00 |
| Marketing Coordinator | 0.95 | 0.95 | 1.00 | 0.05 |
| Master Park Specialist | 6.00 | 6.00 | 6.00 | 0.00 |
| Park Specialist | 0.00 | 1.00 | 1.00 | 0.00 |
| Recreation Intern | 0.12 | 0.06 | 0.08 | 0.02 |
| Senior Park Specialist | 1.30 | 1.00 | 3.90 | 2.90 |
| Service Rep - Parks | 1.00 | 1.00 | 0.00 | -1.00 |
| Service Representative | 0.14 | 0.00 | 0.00 | 0.00 |
| Site Supervisor | 0.00 | 1.21 | 1.21 | 0.00 |
| Skilled Park Specialist | 5.00 | 4.30 | 1.00 | -3.30 |
| Strategic Comm. & Admin. Mgr. | 1.00 | 1.00 | 1.00 | 0.00 |
| Superintendent II, Admin. | 1.00 | 1.00 | 1.00 | 0.00 |
| Supt. of Park Operations | 1.00 | 0.90 | 0.90 | 0.00 |
| Supt. Park Planning & Dev. | 0.00 | 1.00 | 1.00 | 0.00 |
| Supv of Cemetery & Grds Maint | 0.00 | 0.00 | 0.50 | 0.50 |
| Department Totals | 26.06 | 26.23 | 26.30 | 0.07 |

Total Budget



Report data refreshed 4/18/2017 6:47:00AM

Parks - Legacy

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Charges for services | 1,961,237 | 1,926,773 | 1,986,290 | 1,996,058 | 69,285 | 4% | 9,768 | 0% |
| Material and fuel sales | 2,499 | 4,192 | 3,533 | 2,787 | (1,405) | (34%) | (747) | (21%) |
| Investment earnings | 10,463 | 400 | 4,000 | 4,000 | 3,600 | 900% | 0 | 0% |
| Other | 1,990 | 15,024 | 54,924 | 15,024 | 0 | 0% | (39,900) | (73%) |
| Transfers in | 24,000 | 27,498 | 27,498 | 51,519 | 24,021 | 87% | 24,021 | 87% |
| Department Totals | 2,000,189 | 1,973,887 | 2,076,245 | 2,069,387 | 95,501 | 5% | (6,858) | 0% |

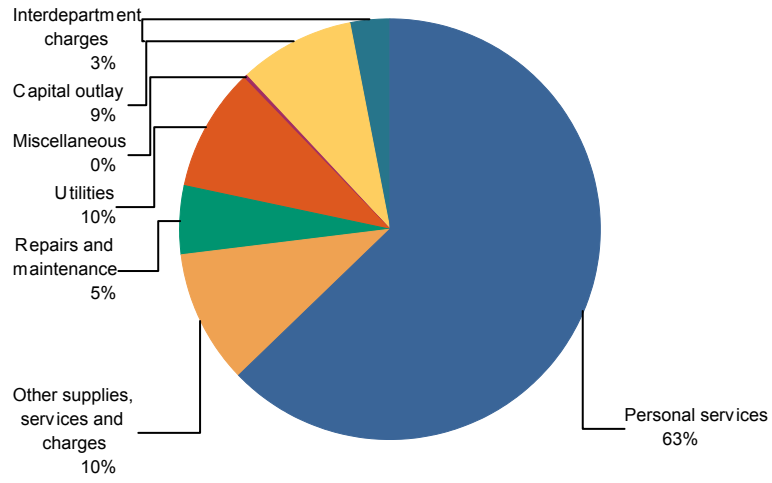
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|---------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Community Center Activiti | 1,623,471 | 1,726,877 | 1,781,172 | 1,856,987 | 130,109 | 8% | 75,814 | 4% |
| Special Events | 823 | 0 | 0 | 239 | 239 | 0% | 239 | 0% |
| RevUP | 81,659 | 85,653 | 109,694 | 71,267 | (14,386) | (17%) | (38,428) | (35%) |
| Revenue | (5) | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Department Totals | 1,705,948 | 1,812,530 | 1,890,867 | 1,928,492 | 115,962 | 6% | 37,625 | 2% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 1,161,982 | 1,220,965 | 1,196,993 | 1,211,088 | (9,878) | (1%) | 14,095 | 1% |
| Other supplies, services and charges | 202,341 | 229,471 | 223,029 | 195,983 | (33,488) | (15%) | (27,047) | (12%) |
| Repairs and maintenance | 74,804 | 86,742 | 128,407 | 101,747 | 15,005 | 17% | (26,660) | (21%) |
| Utilities | 182,412 | 187,382 | 182,596 | 183,772 | (3,610) | (2%) | 1,176 | 1% |
| Miscellaneous | 1,545 | 6,509 | 6,260 | 6,509 | 0 | 0% | 249 | 4% |
| Capital outlay | 39,686 | 24,000 | 96,120 | 168,098 | 144,098 | 600% | 71,978 | 75% |
| Interdepartment charges | 43,178 | 57,462 | 57,462 | 61,296 | 3,834 | 7% | 3,834 | 7% |
| Department Totals | 1,705,948 | 1,812,530 | 1,890,867 | 1,928,492 | 115,962 | 6% | 37,625 | 2% |

FY18 Expenses By Type



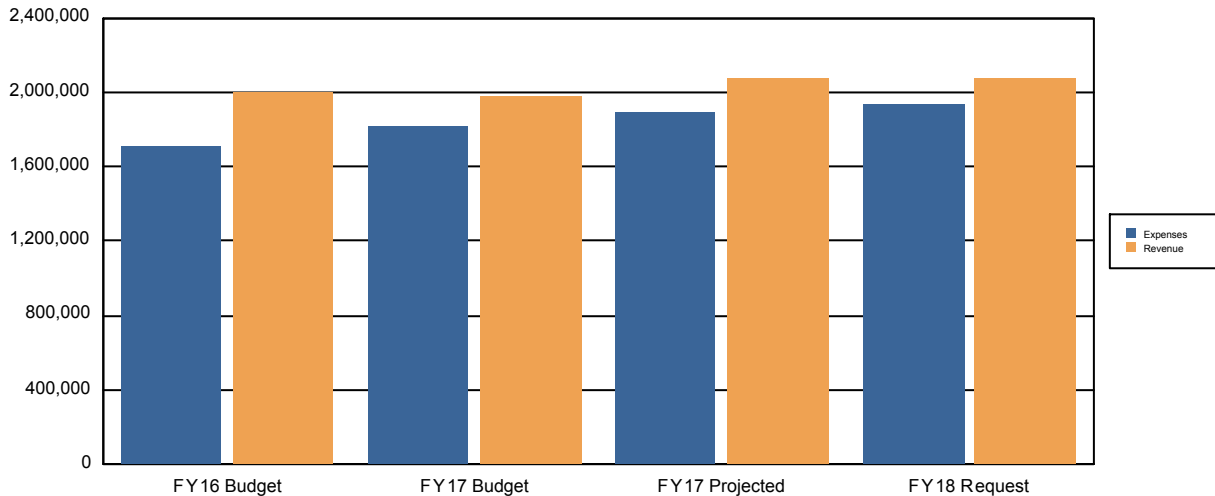
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|----------------|----------------|-------------------|-------------------|---------------------------|-------|------------------------------|-------|
| | | | | \$ | % | \$ | % |
| 294,242 | 161,356 | 185,378 | 140,895 | (20,461) | (13%) | (44,483) | (24%) |

Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|----------------|----------------|-------------------|--------------------|
| Aquatics Coordinator | 0.40 | 0.40 | 0.00 | -0.40 |
| Aquatics Manager | 0.00 | 0.00 | 0.40 | 0.40 |
| Assistant Administrator | 0.20 | 0.20 | 0.23 | 0.03 |
| Child Care Attendant | 3.17 | 2.92 | 3.36 | 0.44 |
| Community Center Manager II | 0.95 | 0.95 | 1.00 | 0.05 |
| Custodian | 1.00 | 0.00 | 0.00 | 0.00 |
| Custodian - Parks | 2.58 | 2.33 | 3.06 | 0.73 |
| Facility Maint. Specialist | 0.00 | 1.00 | 1.00 | 0.00 |
| Facility Supervisor - Parks | 0.13 | 2.03 | 1.95 | -0.08 |
| Fitness Instructor | 3.05 | 3.02 | 2.41 | -0.61 |
| Fitness Specialist | 0.69 | 0.00 | 0.00 | 0.00 |
| Floor Trainer | 0.25 | 0.06 | 0.05 | 0.00 |
| Gym/Weight Room Attendant | 3.00 | 3.18 | 3.08 | -0.10 |
| Head Lifeguard | 1.60 | 1.94 | 1.94 | 0.00 |
| Lifeguard | 6.25 | 5.96 | 5.72 | -0.24 |
| LPCC Assistant Manager | 1.00 | 1.00 | 1.00 | 0.00 |
| Maintenance Supervisor - Parks | 1.00 | 1.00 | 0.95 | -0.05 |
| Personal Trainer - Parks | 0.51 | 0.56 | 0.67 | 0.11 |
| Private Swim Instructor | 0.00 | 0.14 | 0.14 | 0.00 |
| Recreation Supervisor I | 0.00 | 2.00 | 2.00 | 0.00 |
| Recreation Supervisor II | 1.00 | 0.00 | 0.00 | 0.00 |
| RevUp Exercise Specialist | 0.55 | 0.38 | 0.34 | -0.04 |
| Service Rep - Parks | 4.41 | 4.42 | 4.37 | -0.05 |
| Service Representative I | 2.00 | 2.00 | 2.00 | 0.00 |
| Site Supervisor | 1.92 | 0.00 | 0.00 | 0.00 |
| Supt. II, Recreation Services | 0.75 | 0.75 | 0.75 | 0.00 |
| Swim Instructor | 0.85 | 0.69 | 0.69 | 0.00 |
| Swim Lesson Coordinator | 0.06 | 0.06 | 0.06 | 0.00 |
| Department Totals | 37.32 | 36.99 | 37.18 | 0.19 |

Total Budget



Parks - Harris

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|----------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Charges for services | 1,101,107 | 1,296,575 | 1,306,933 | 1,364,609 | 68,034 | 5% | 57,676 |
| Material and fuel sales | 8,711 | 24,700 | 21,523 | 38,845 | 14,145 | 57% | 17,322 | 80% |
| Investment earnings | 2,736 | 0 | 500 | 500 | 500 | 0% | 0 | 0% |
| Other | 120,351 | 176,146 | 211,523 | 266,960 | 90,814 | 52% | 55,437 | 26% |
| Transfers in | 88,970 | 67,655 | 64,248 | 0 | (67,655) | (100%) | (64,248) | (100%) |
| Department Totals | 1,321,875 | 1,565,076 | 1,604,727 | 1,670,914 | 105,838 | 7% | 66,187 | 4% |

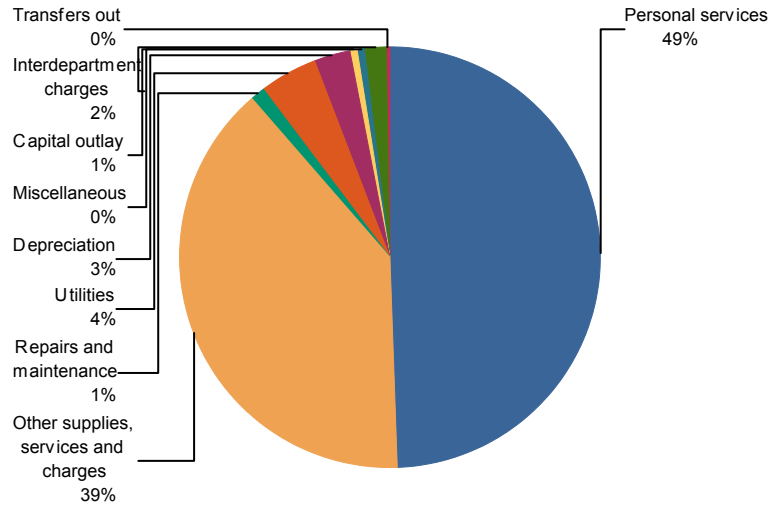
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Camp Summit | 483,055 | 538,657 | 550,794 | 533,932 | (4,725) | (1%) | (16,863) |
| Recreation | 295,639 | 311,782 | 325,858 | 371,352 | 59,570 | 19% | 45,494 | 14% |
| Instructional/Youth | 16,089 | 19,944 | 20,440 | 24,529 | 4,586 | 23% | 4,090 | 20% |
| Instructional/Adult | 94,256 | 137,056 | 129,652 | 136,769 | (287) | 0% | 7,117 | 5% |
| Athletics | 140,480 | 178,104 | 156,185 | 144,319 | (33,785) | (19%) | (11,866) | (8%) |
| Special Events | 144,145 | 80,250 | 69,789 | 31,307 | (48,943) | (61%) | (38,482) | (55%) |
| Arts Council | 73,420 | 67,626 | 64,250 | 0 | (67,626) | (100%) | (64,250) | (100%) |
| Bailey Farm Park | 32,791 | 36,215 | 29,926 | 36,949 | 734 | 2% | 7,023 | 23% |
| Amphitheater | 1,154 | 111,084 | 148,974 | 273,655 | 162,571 | 146% | 124,681 | 84% |
| Department Totals | 1,281,029 | 1,480,717 | 1,495,868 | 1,552,812 | 72,095 | 5% | 56,944 | 4% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|-------------------|------------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | Personal services | 672,486 | 736,845 | 747,350 | 767,313 | 30,468 | 4% | 19,963 |
| Other supplies, services and charges | 455,506 | 550,547 | 563,964 | 609,690 | 59,143 | 11% | 45,726 | 8% |
| Repairs and maintenance | 15,422 | 18,715 | 13,098 | 15,200 | (3,515) | (19%) | 2,102 | 16% |
| Utilities | 60,250 | 73,256 | 71,845 | 68,230 | (5,026) | (7%) | (3,615) | (5%) |
| Depreciation | 48,742 | 45,396 | 45,396 | 45,396 | 0 | 0% | 0 | 0% |
| Miscellaneous | 11,927 | 16,586 | 18,227 | 6,494 | (10,092) | (61%) | (11,733) | (64%) |
| Capital outlay | 66,788 | 14,000 | 10,000 | 12,000 | (2,000) | (14%) | 2,000 | 20% |
| Construction | (66,737) | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Interdepartment charges | 16,646 | 21,874 | 22,490 | 24,970 | 3,096 | 14% | 2,480 | 11% |
| Transfers out | 0 | 3,498 | 3,498 | 3,519 | 21 | 1% | 21 | 1% |
| Department Totals | 1,281,029 | 1,480,717 | 1,495,868 | 1,552,812 | 72,095 | 5% | 56,944 | 4% |

FY18 Expenses By Type



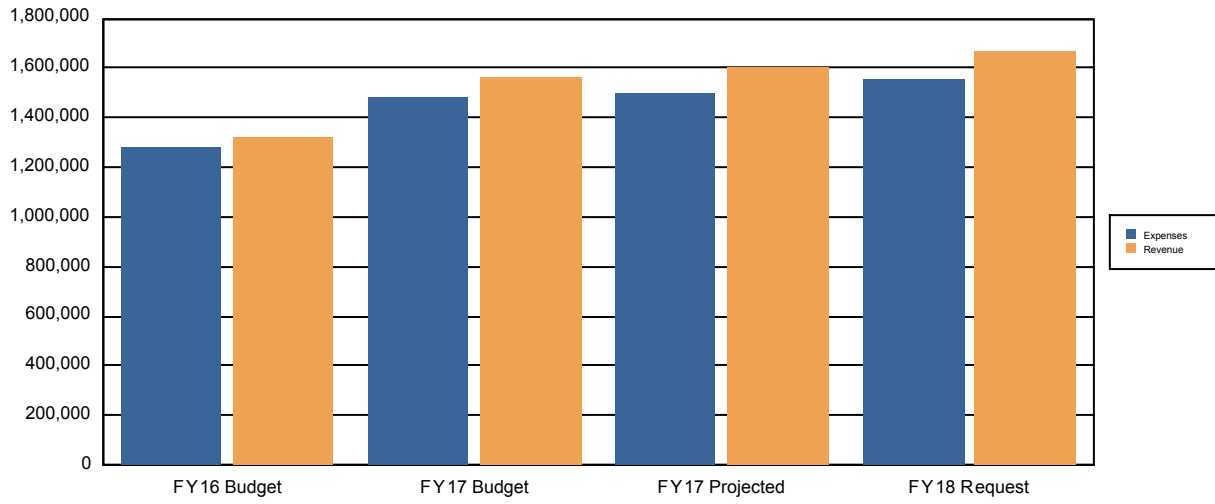
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|----------------|----------------|-------------------|-------------------|---------------------------|-----|------------------------------|----|
| | | | | \$ | % | \$ | % |
| 40,846 | 84,359 | 108,859 | 118,102 | 33,743 | 40% | 9,243 | 8% |

Full Time Equivalents (FTE)

| Job Titles | FY16 | FY17 | FY18 | Difference |
|--------------------------------|--------------|--------------|--------------|-------------|
| | Budget | Budget | Requested | |
| Assistant Administrator | 0.65 | 0.65 | 0.62 | -0.03 |
| Asst. Recreation Supervisor | 0.00 | 1.00 | 1.00 | 0.00 |
| Basketball Referee I | 0.05 | 0.00 | 0.00 | 0.00 |
| Basketball Referee III | 0.00 | 0.00 | 0.15 | 0.15 |
| Basketball Referee IV | 0.00 | 0.13 | 0.00 | -0.13 |
| Camp Assistant Manager | 0.78 | 0.78 | 0.74 | -0.03 |
| Camp Counselor | 13.15 | 11.44 | 12.87 | 1.43 |
| Camp Manager | 0.91 | 0.78 | 0.74 | -0.03 |
| Camp Service Rep | 0.62 | 0.00 | 0.55 | 0.55 |
| Camp Support Counselor | 0.00 | 1.35 | 0.00 | -1.35 |
| Community Center Manager II | 0.05 | 0.05 | 0.00 | -0.05 |
| Custodian - Parks | 0.46 | 0.00 | 0.69 | 0.69 |
| Event Staff | 0.19 | 0.15 | 0.39 | 0.23 |
| Event Staff - Bailey Park | 0.00 | 0.08 | 0.06 | -0.02 |
| Facility Maint. Specialist | 0.80 | 0.80 | 0.80 | 0.00 |
| Facility Supervisor - Parks | 1.02 | 1.09 | 0.00 | -1.09 |
| Facility Supvr. - Bailey Park | 0.00 | 0.00 | 0.04 | 0.04 |
| Harris Park Community Ctr Mgr | 0.00 | 0.00 | 1.00 | 1.00 |
| Instructor-Itty Bitty | 0.06 | 0.03 | 0.07 | 0.04 |
| Kickball Official | 0.38 | 0.06 | 0.15 | 0.09 |
| Maintenance Supervisor - Parks | 0.00 | 0.00 | 0.05 | 0.05 |
| Marketing Coordinator | 0.05 | 0.05 | 0.00 | -0.05 |
| Recreation Intern | 0.00 | 0.23 | 0.00 | -0.23 |
| Recreation Supervisor I | 1.00 | 0.00 | 1.00 | 1.00 |
| Recreation Supervisor II | 2.00 | 2.00 | 0.00 | -2.00 |
| School Break Camp Counselor | 0.00 | 0.24 | 0.39 | 0.15 |
| Scorekeeper | 0.00 | 0.15 | 0.37 | 0.23 |
| Scorekeeper - Basketball | 0.12 | 0.00 | 0.00 | 0.00 |
| Service Rep - Bailey Park | 0.00 | 0.00 | 0.04 | 0.04 |
| Service Rep - Parks | 0.47 | 1.02 | 1.21 | 0.19 |
| Site Supervisor | 0.00 | 0.64 | 0.69 | 0.05 |
| Site Supvr. Itty Bitty-Parks | 0.12 | 0.10 | 0.17 | 0.07 |
| Soccer Referee I | 0.26 | 0.06 | 0.00 | -0.06 |
| Soccer Referee III | 0.00 | 0.05 | 0.00 | -0.05 |
| Supt. of Recreation Services | 0.95 | 0.95 | 0.95 | 0.00 |
| Volleyball Official | 0.08 | 0.42 | 0.00 | -0.42 |
| Volleyball Official II | 0.00 | 0.00 | 0.29 | 0.29 |
| Youth Instructor | 0.06 | 0.05 | 0.02 | -0.04 |
| Department Totals | 24.23 | 24.34 | 25.07 | 0.72 |

Total Budget



Report data refreshed 4/18/2017 6:47:00AM

Parks - Gamber

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Charges for services | 354,060 | 354,909 | 372,376 | 358,396 | 3,487 | 1% | (13,980) | (4%) |
| Material and fuel sales | 1,017 | 2,040 | 751 | 825 | (1,215) | (60%) | 74 | 10% |
| Investment earnings | 4,217 | 0 | 1,800 | 1,800 | 1,800 | 0% | 0 | 0% |
| Other | 115 | 744 | 332 | 0 | (744) | (100%) | (332) | (100%) |
| Transfers in | 175,000 | 175,000 | 175,000 | 175,000 | 0 | 0% | 0 | 0% |
| Department Totals | 534,408 | 532,693 | 550,259 | 536,021 | 3,328 | 1% | (14,238) | (3%) |

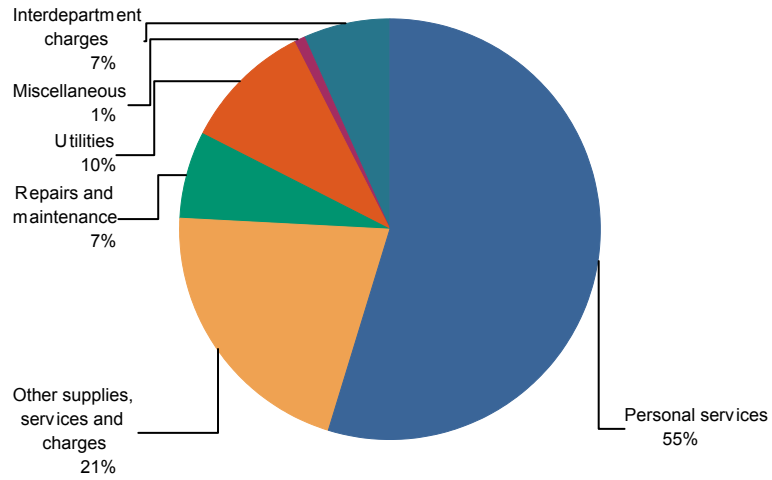
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Senior Center Activites | 459,624 | 474,121 | 487,749 | 492,863 | 18,742 | 4% | 5,115 | 1% |
| Senior Meal Program | (16) | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Instructional/Adult | 11,065 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Department Totals | 470,673 | 474,121 | 487,749 | 492,863 | 18,742 | 4% | 5,115 | 1% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 260,939 | 274,566 | 260,452 | 270,056 | (4,510) | (2%) | 9,604 | 4% |
| Other supplies, services and charges | 85,792 | 82,071 | 93,582 | 104,084 | 22,012 | 27% | 10,502 | 11% |
| Repairs and maintenance | 24,007 | 14,900 | 14,905 | 32,344 | 17,444 | 117% | 17,439 | 117% |
| Utilities | 54,600 | 50,190 | 50,214 | 49,040 | (1,150) | (2%) | (1,174) | (2%) |
| Miscellaneous | 21,686 | 21,039 | 22,241 | 3,949 | (17,090) | (81%) | (18,292) | (82%) |
| Capital outlay | 0 | 0 | 15,000 | 0 | 0 | 0% | (15,000) | (100%) |
| Interdepartment charges | 23,649 | 31,355 | 31,355 | 33,391 | 2,036 | 6% | 2,036 | 6% |
| Department Totals | 470,673 | 474,121 | 487,749 | 492,863 | 18,742 | 4% | 5,115 | 1% |

FY18 Expenses By Type



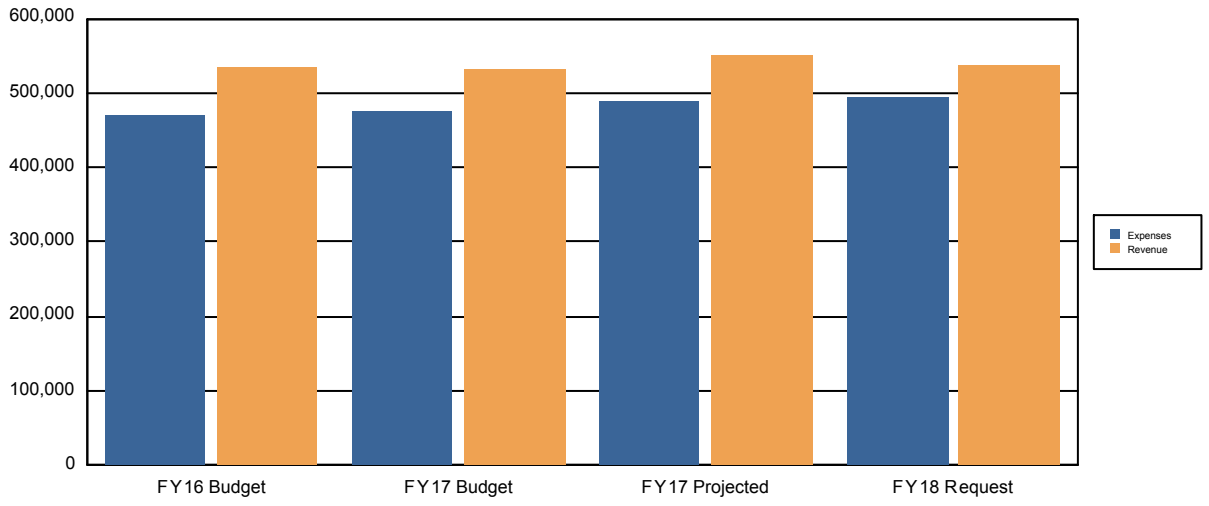
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|----------------|----------------|-------------------|-------------------|---------------------------|-------|------------------------------|-------|
| | | | | \$ | % | \$ | % |
| 63,735 | 58,572 | 62,510 | 43,158 | (15,414) | (26%) | (19,353) | (31%) |

Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|------------------------------|----------------|----------------|-------------------|--------------------|
| Assistant Administrator | 0.10 | 0.10 | 0.10 | 0.00 |
| Custodian - Parks | 0.99 | 1.01 | 0.58 | -0.44 |
| Dance Instructor | 0.03 | 0.06 | 0.06 | 0.00 |
| Facility Maint. Specialist | 1.00 | 1.00 | 1.00 | 0.00 |
| Facility Supervisor - Parks | 0.00 | 2.89 | 2.83 | -0.05 |
| Fitness Instructor | 0.88 | 0.89 | 0.88 | -0.02 |
| Floor Trainer | 0.00 | 0.00 | 0.03 | 0.03 |
| Gamber Center Manager | 1.00 | 1.00 | 1.00 | 0.00 |
| Kitchen Assistant | 0.01 | 0.00 | 0.00 | 0.00 |
| Personal Trainer - Parks | 0.01 | 0.00 | 0.00 | 0.00 |
| Service Rep - Parks | 1.99 | 0.86 | 0.00 | -0.86 |
| Service Representative | 0.00 | 0.00 | 0.85 | 0.85 |
| Site Supervisor | 1.88 | 0.00 | 0.00 | 0.00 |
| Supt. of Recreation Services | 0.05 | 0.05 | 0.05 | 0.00 |
| Department Totals | 7.95 | 7.86 | 7.38 | -0.48 |

Total Budget



Report data refreshed 4/18/2017 6:47:00AM

Parks - Cemetery

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Charges for services | 80,659 | 93,250 | 98,591 | 80,770 | (12,480) | (13%) | (17,821) | (18%) |
| Material and fuel sales | 78,111 | 60,000 | 60,000 | 80,000 | 20,000 | 33% | 20,000 | 33% |
| Investment earnings | 14,350 | 7,000 | 7,000 | 9,100 | 2,100 | 30% | 2,100 | 30% |
| Other | 13 | 0 | (2,000) | 0 | 0 | 0% | 2,000 | 0% |
| Sale of property | 94,717 | 100,000 | 84,500 | 94,500 | (5,500) | (6%) | 10,000 | 12% |
| Department Totals | 267,849 | 260,250 | 248,091 | 264,370 | 4,120 | 2% | 16,279 | 7% |

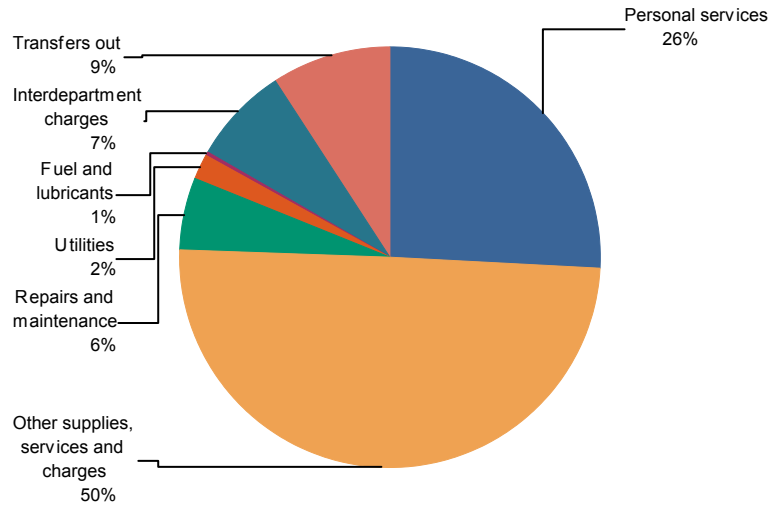
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-------------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Cemetery Grounds | 223,118 | 231,034 | 220,884 | 225,597 | (5,436) | (2%) | 4,714 | 2% |
| Department Totals | 223,118 | 231,034 | 220,884 | 225,597 | (5,436) | (2%) | 4,714 | 2% |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-------------|------------------------------|-----------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 56,063 | 64,759 | 64,759 | 58,260 | (6,499) | (10%) | (6,499) | (10%) |
| Other supplies, services and charges | 116,976 | 109,092 | 102,607 | 112,061 | 2,969 | 3% | 9,454 | 9% |
| Repairs and maintenance | 10,945 | 14,630 | 12,490 | 12,420 | (2,210) | (15%) | (70) | (1%) |
| Utilities | 3,609 | 4,350 | 3,625 | 4,350 | 0 | 0% | 725 | 20% |
| Fuel and lubricants | 767 | 1,200 | 400 | 1,200 | 0 | 0% | 800 | 200% |
| Construction | 4 | 0 | 0 | 0 | 0 | 0% | 0 | 0% |
| Interdepartment charges | 13,054 | 15,968 | 15,968 | 16,798 | 830 | 5% | 830 | 5% |
| Transfers out | 21,700 | 21,035 | 21,035 | 20,508 | (527) | (3%) | (527) | (3%) |
| Department Totals | 223,118 | 231,034 | 220,884 | 225,597 | (5,436) | (2%) | 4,714 | 2% |

FY18 Expenses By Type



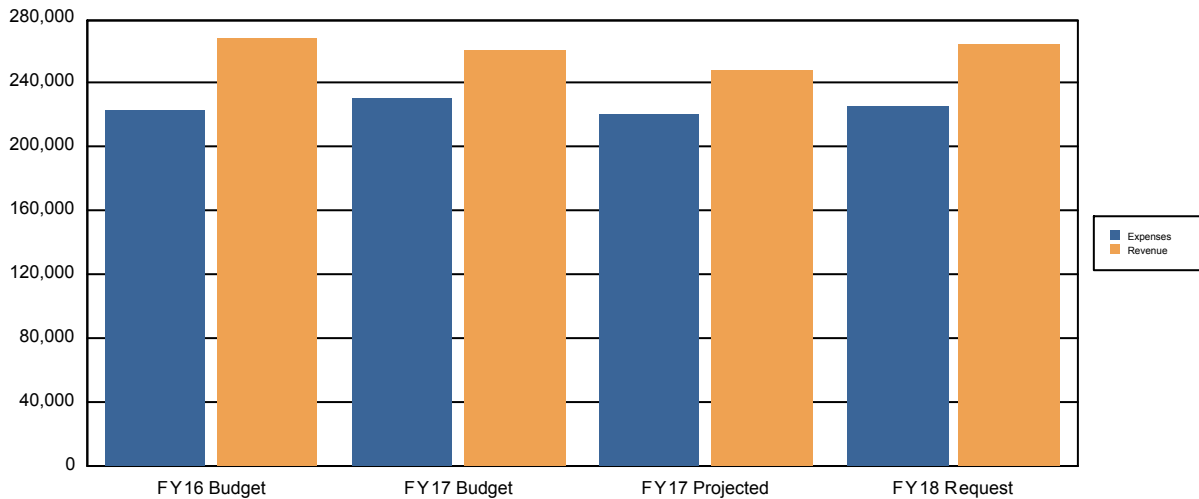
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|-------------|-------------|----------------|----------------|------------------------|-----|---------------------------|-----|
| | | | | \$ | % | \$ | % |
| 44,731 | 29,216 | 27,207 | 38,773 | 9,556 | 33% | 11,566 | 43% |

Full Time Equivalents (FTE)

| Job Titles | FY16 Budget | FY17 Budget | FY18 Requested | Difference FY17 |
|--------------------------------|-------------|-------------|----------------|-----------------|
| Maintenance Supervisor - Parks | 0.00 | 0.20 | 0.30 | 0.10 |
| Maintenance Supvr. II - Parks | 0.30 | 0.00 | 0.00 | 0.00 |
| Senior Park Specialist | 0.70 | 0.00 | 0.10 | 0.10 |
| Skilled Park Specialist | 0.00 | 0.70 | 0.00 | -0.70 |
| Supt. of Park Operations | 0.00 | 0.10 | 0.10 | 0.00 |
| Supv of Cemetery & Grds Maint | 0.00 | 0.00 | 0.50 | 0.50 |
| Department Totals | 1.00 | 1.00 | 1.00 | 0.00 |

Total Budget



Parks - Aquatics

FY18 Budget Summary

Revenues

| Revenues | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-----------|------------------------------|-------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Charges for services | 600,768 | 555,247 | 555,204 | 545,601 | (9,646) | (2%) | (9,603) | (2%) |
| Material and fuel sales | 96,770 | 87,748 | 87,926 | 106,532 | 18,784 | 21% | 18,606 | 21% |
| Investment earnings | 2,591 | 500 | 1,200 | 1,200 | 700 | 140% | 0 | 0% |
| Other | 75 | 50 | 68,593 | 50 | 0 | 0% | (68,543) | (100%) |
| Department Totals | 700,204 | 643,545 | 712,923 | 653,383 | 9,838 | 2% | (59,540) | (8%) |

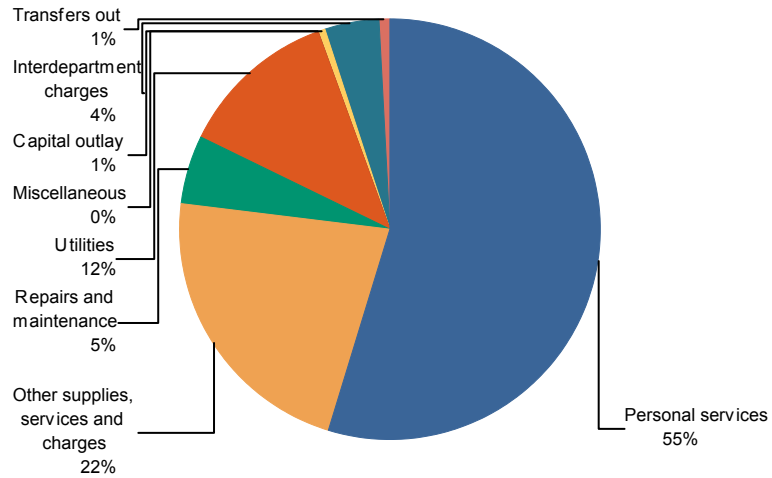
Expenses by Program and Services

| Programs and Services | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-------------|------------------------------|--------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Aquatics Center | 584,489 | 641,685 | 801,847 | 638,386 | (3,299) | (1%) | (163,461) | (20%) |
| Department Totals | 584,489 | 641,685 | 801,847 | 638,386 | (3,299) | (1%) | (163,461) | (20%) |

Expenses by Type

| Expense Category | FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|--------------------------------------|----------------|----------------|-------------------|-------------------|---------------------------|-------------|------------------------------|--------------|
| | | | | | \$ | % | \$ | % |
| | | | | | | | | |
| Personal services | 280,288 | 321,879 | 327,998 | 349,698 | 27,820 | 9% | 21,701 | 7% |
| Other supplies, services and charges | 138,962 | 139,433 | 150,642 | 141,204 | 1,771 | 1% | (9,438) | (6%) |
| Repairs and maintenance | 61,280 | 50,313 | 146,860 | 34,840 | (15,473) | (31%) | (112,020) | (76%) |
| Utilities | 78,389 | 70,890 | 71,221 | 76,650 | 5,760 | 8% | 5,429 | 8% |
| Miscellaneous | 78 | 3,155 | 3,155 | 250 | (2,905) | (92%) | (2,905) | (92%) |
| Capital outlay | 0 | 25,000 | 70,957 | 3,500 | (21,500) | (86%) | (67,457) | (95%) |
| Interdepartment charges | 19,506 | 25,029 | 25,029 | 26,259 | 1,229 | 5% | 1,229 | 5% |
| Transfers out | 5,985 | 5,985 | 5,985 | 5,985 | 0 | 0% | 0 | 0% |
| Department Totals | 584,489 | 641,685 | 801,847 | 638,386 | (3,299) | (1%) | (163,461) | (20%) |

FY18 Expenses By Type



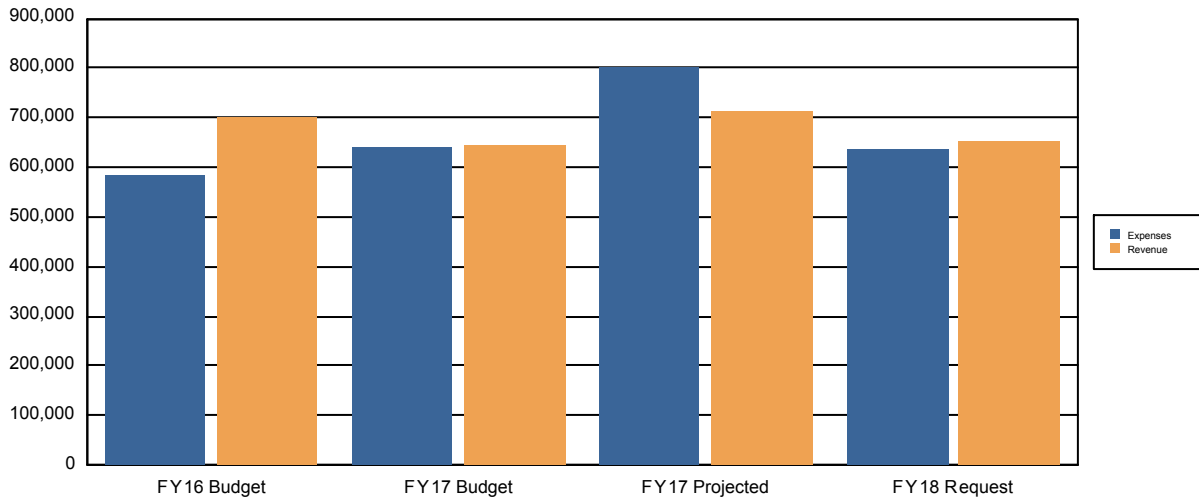
Net Income

| FY16 Actual | FY17 Budget | FY17 Projected | FY18 Requested | Difference FY17 Budget | | Difference FY17 Projected | |
|----------------|----------------|-------------------|-------------------|---------------------------|------|------------------------------|----|
| | | | | \$ | % | \$ | % |
| 115,715 | 1,860 | (88,924) | 14,997 | 13,137 | 706% | 103,921 | 0% |

Full Time Equivalents (FTE)

| Job Titles | FY16 | FY17 | FY18 | Difference FY17 |
|-------------------------------|--------------|--------------|--------------|--------------------|
| | Budget | Budget | Requested | |
| Aquatics Coordinator | 0.60 | 0.60 | 0.00 | -0.60 |
| Aquatics Manager | 0.00 | 0.00 | 0.60 | 0.60 |
| Assistant Administrator | 0.05 | 0.05 | 0.05 | 0.00 |
| Assistant Facility Manager | 0.00 | 0.00 | 0.41 | 0.41 |
| Assistant Swim Team Coach | 0.04 | 0.38 | 0.04 | -0.35 |
| Concession Attendant | 1.65 | 1.56 | 1.55 | -0.01 |
| Deck Attendant | 0.77 | 0.75 | 0.74 | 0.00 |
| Facility Maint. Specialist | 0.20 | 0.20 | 0.20 | 0.00 |
| Facility Supervisor - Parks | 0.38 | 0.38 | 0.00 | -0.38 |
| Head Lifeguard | 0.56 | 0.54 | 0.52 | -0.02 |
| Lifeguard | 6.92 | 6.30 | 6.42 | 0.13 |
| Service Rep - Parks | 0.00 | 1.25 | 1.24 | -0.01 |
| Supt. II, Recreation Services | 0.25 | 0.25 | 0.25 | 0.00 |
| Swim Instructor | 1.81 | 1.66 | 1.95 | 0.29 |
| Swim Lesson Coordinator | 0.12 | 0.12 | 0.13 | 0.01 |
| Swim Team Coach | 0.11 | 0.04 | 0.12 | 0.08 |
| Welcome Desk Concessions | 1.09 | 0.00 | 0.00 | 0.00 |
| Welcome Desk/Concessions Mgr | 0.42 | 0.40 | 0.40 | 0.00 |
| Department Totals | 14.96 | 14.47 | 14.61 | 0.14 |

Total Budget



Report data refreshed 4/18/2017 6:47:00AM

FY17 Pay and Classification Plan

Exhibit A

| Department | Job Title | Grade | Min | Mid | Max |
|---------------------------|-----------------------------|-------|-----------|-----------|-----------|
| Finance | Cash Receipts Clerk | 7 | 24,565.94 | 31,960.29 | 39,354.64 |
| All | Clerk-Typist | 7 | 24,565.94 | 31,960.29 | 39,354.64 |
| Airport | Airport Attendant | 8 | 26,111.65 | 34,037.54 | 41,963.42 |
| Airport | Service Attendant | 8 | 26,111.65 | 34,037.54 | 41,963.42 |
| Municipal Court | Deputy Court Clerk | 8 | 26,111.65 | 34,037.54 | 41,963.42 |
| Airport | Line Attendant | 8 | 26,111.65 | 34,037.54 | 41,963.42 |
| Public Works Operations | Service Attendant | 8 | 26,111.65 | 34,037.54 | 41,963.42 |
| Public Works Engineering | Service Representative I | 8 | 26,111.65 | 34,037.54 | 41,963.42 |
| Police | Shelter Attendant | 8 | 26,111.65 | 34,037.54 | 41,963.42 |
| Finance | Accounting Clerk | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| Municipal Court | Bond Clerk | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| Police | Crime Scene Technician | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| Central Building Services | Custodian | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| Police | Parking Control Officer | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| Police | Police Records Clerk | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| Police | Police Services Officer | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| Municipal Court | Records Management Clerk | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| All | Secretary | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| Finance | Treasury Cashier | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| Municipal Court | Warrant Clerk | 9 | 28,268.71 | 36,904.80 | 45,540.89 |
| All | Administrative Assistant | 10 | 30,643.74 | 40,082.02 | 49,520.29 |
| All | Administrative Secretary | 10 | 30,643.74 | 40,082.02 | 49,520.29 |
| Water | Customer Service Rep. | 10 | 30,643.74 | 40,082.02 | 49,520.29 |
| Police | Detention Officer | 10 | 30,643.74 | 40,082.02 | 49,520.29 |
| Police | Evidence & Property Tech. | 10 | 30,643.74 | 40,082.02 | 49,520.29 |
| Fire | Office Coordinator | 10 | 30,643.74 | 40,082.02 | 49,520.29 |
| Finance | Procurement Officer I | 10 | 30,643.74 | 40,082.02 | 49,520.29 |
| Public Works Engineering | Signs & Markings Technician | 10 | 30,643.74 | 40,082.02 | 49,520.29 |

| Department | Job Title | Grade | Min | Mid | Max |
|--------------------------|-----------------------------------------|-------|-----------|-----------|-----------|
| Finance | Account Technician | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Municipal Court | Accounting Technician | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Police | Animal Control Officer | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Development Services | Business Service Rep - Dev Ctr | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Police | Communications Specialist | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Development Services | Community Standards Officer | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Municipal Court | Court Security Officer | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Administration | Deputy City Clerk | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Finance | EMS Billing Specialist | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Administration | Executive Assistant | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Law | Executive Assistant PTR | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| All | Facilities Maintenance Worker | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Administration | Human Resources Assistant | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| ITS | ITS Help Desk Support Spec. | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Police | Lead Detention Officer | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Law | Legal Assistant | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Development Services | Neighborhood Services Officer | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Police | Purchasing and Supply Officer | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Public Works Engineering | Signal & Lighting Technician | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| ITS | System Support Analyst | 11 | 33,261.42 | 43,572.46 | 53,883.50 |
| Finance | Accountant | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Finance | Accounts Payable Supervisor | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Public Works Operations | Administrative Coordinator | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Water | Administrative Supervisor | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Administration | Benefits Specialist | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Law | Contract Compliance Coor/Para | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Water | Customer Service Supervisor | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Water | Operations Technician | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Development Services | Development Technician | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Public Works Engineering | Engineering Technician | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Water | Equipment Technician | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Development Services | Field Building Inspector | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Development Services | Field Engineering Inspector | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| ITS | GIS Technician | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Water | Instrumentation and Controls Technician | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| All | Lead Comm Specialist | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Administration | Creative Services Specialist | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Finance | Payroll Specialist | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Development Services | Permit Technician | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Municipal Court | Probation/Compliance Officer | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Finance | Procurement Officer II | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Public Works Engineering | Traffic Operations Tech | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Public Works Engineering | Senior Signal & Lighting Tech. | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| ITS | System Support Specialist | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| All | Technical Services Specialist | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| Water | Utility Technician | 12 | 36,149.53 | 46,240.43 | 56,331.32 |
| ITS | Web Specialist | 12 | 36,149.53 | 46,240.43 | 56,331.32 |

| Department | Job Title | Grade | Min | Mid | Max |
|-----------------------------|--------------------------------|-------|-----------|-----------|-----------|
| Police | Animal Control Field Supvr. | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Public Works Engineering | CIP Resident Inspector | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Public Works Engineering | Field Engineering Inspector | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Administration | Human Resources Generalist | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Fire/Dev. Center/Water | Management Analyst | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Water | Metered Services Supervisor | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Law | Office Manager/Paralegal | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Public Works Engineering | Senior Traffic Operations Tech | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Public Works Engineering | Right-of-Way Agent | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Public Works Engineering | Senior Engineering Technician | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| ITS | Senior GIS Technician | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Finance | Senior Procurement Officer | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| Water | Water Utilities Analyst | 13 | 39,339.27 | 51,750.82 | 64,162.36 |
| ITS | Applications Analyst | 14 | 42,865.82 | 56,518.59 | 70,171.35 |
| All | Communications Supervisor | 14 | 42,865.82 | 56,518.59 | 70,171.35 |
| ITS | Communications Systems Admin. | 14 | 42,865.82 | 56,518.59 | 70,171.35 |
| Water | Community Relations Specialist | 14 | 42,865.82 | 56,518.59 | 70,171.35 |
| Public Works Engineering | Construction Project Manager | 14 | 42,865.82 | 56,518.59 | 70,171.35 |
| Central Vehicle Maintenance | Maintenance Shop Supervisor | 14 | 42,865.82 | 56,518.59 | 70,171.35 |
| Public Works Engineering | Project Manager | 14 | 42,865.82 | 56,518.59 | 70,171.35 |
| Public Works Engineering | Lead Engineering Technician | 14 | 42,865.82 | 56,518.59 | 70,171.35 |
| ITS | Web Administrator | 14 | 42,865.82 | 56,518.59 | 70,171.35 |

| Department | Job Title | Grade | Min | Mid | Max |
|-------------------------------|-------------------------------------|-------|-----------|-----------|-----------|
| Police | Animal Control Manager | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| ITS | Applications Administrator | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Administration | City Clerk | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Water | Control System Supervisor | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Administration | Media Services Supervisor | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| ITS | Network Administrator | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Development Services | Plans Examiner | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Police | Police Systems Manager | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Administration | Public Communications Coord. | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Administration | Risk Management Officer | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Public Works Engineering | Lead Traffic Operations Technician | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Public Works Engineering | Staff Engineer | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| All | Streets Operations Supervisor | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Water | Utility System Supervisor | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Public Works Engineering | Environmental Specialist | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Police | Mgr, Accreditation/Info Mgmt | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Airport | Assistant Airport Manager | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Finance | Cash Management Officer | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Finance | Financial Analyst | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| All | Planner | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| CBS | Central Building Services Manager | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Administration | Cultural Arts Manager | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Administration | Management Analyst | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Public Works Engineering | Public Works Administration Manager | 15 | 47,476.00 | 61,781.62 | 76,794.41 |
| Airport | Airport Manager | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Municipal Court | Court Administrator | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| ITS | Database Administrator | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Development Services | Field Services Manager | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Central Vehicle Maintenance | Fleet Manager | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| ITS | GIS Coordinator | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| ITS | IT Operations Supervisor | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| ITS | ITS Project Manager | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| ITS | ITS Support Services Supvr. | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Development Services | Project Manager - Dev Ctr | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Public Works Operations | Public Works Operations Mgr. | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Development Services | Senior Field Building Inspect. | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| All | Senior Staff Engineer | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Law | Staff Attorney | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| ITS | Systems Analyst | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Water | Account Services Manager | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Water | Utility Engineer | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Water | Utility System Manager | 16 | 51,092.90 | 67,596.04 | 84,099.07 |
| Planning and Special Projects | Senior Planner | 16 | 51,092.90 | 67,596.04 | 84,099.07 |

| Department | Job Title | Grade | Min | Mid | Max |
|-------------------------------|-------------------------------------------------|-------|-----------|------------|------------|
| Planning and Special Projects | Asst Director of Planning and Special Projects | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Development Services | Codes Administration Manager | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Central Building Services | City Architect | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Administration | Creative Services Manager | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Public Works Engineering | Construction Manager | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Finance | Controller | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Development Services | Development Engineering Mgr. | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Water | Facilities Manager | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Finance | Procurement & Contract Svc Mgr | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Solid Waste | Solid Waste Superintendent | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Public Works Engineering | Supervisory Engineer | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Development Services | Current Planning Manager | 17 | 55,888.87 | 74,080.70 | 92,272.52 |
| Development Services | Asst. Director of Plan Services | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| Development Services | Asst. Director of Field Services | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| Water | Asst. Dir. of Engineering Svcs | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| Water | Asst. Dir. of Support Service | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| Water | Asst. Director of Operations | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| Public Works Operations | Asst. Director of P. Wks. Oper | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| Law | Chief Counsel of Mgmt & Ops / Dep City Attorney | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| Law | Chief Counsel of Public Safety | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| Law | Chief of Litigation | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| Law | Chief Counsel of Infrastructure & Planning | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| Public Works Engineering | City Traffic Engineer | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| ITS | Manager, Entprs. Tech. Svcs. | 18 | 61,212.99 | 81,260.25 | 101,307.50 |
| ITS | Asst Director, App Mgmt Svcs | 19 | 70,545.93 | 93,649.72 | 116,753.51 |
| Public Works Engineering | Deputy Dir. of P.Wks./Admin. | 19 | 70,545.93 | 93,649.72 | 116,753.51 |
| Public Works Engineering | Deputy Dir. of P.Wks./City Eng | 19 | 70,545.93 | 93,649.72 | 116,753.51 |
| Finance | Deputy Director of Finance | 19 | 70,545.93 | 93,649.72 | 116,753.51 |
| Administration | Director of Human Resources | 19 | 70,545.93 | 93,649.72 | 116,753.51 |
| ITS | Chief Technology Officer | 20 | 74,711.04 | 99,216.27 | 123,721.49 |
| All | Director of Administration | 20 | 74,711.04 | 99,216.27 | 123,721.49 |
| Development Services | Director of Development Services | 20 | 74,711.04 | 99,216.27 | 123,721.49 |
| Planning and Special Projects | Director of Planning and Special Projects | 20 | 74,711.04 | 99,216.27 | 123,721.49 |
| All | Asst. City Mgr., Dev Svcs/Comm | 21 | 80,141.96 | 106,428.52 | 132,715.08 |
| All | Asst. City Mgr., Operations | 21 | 80,141.96 | 106,428.52 | 132,715.08 |
| Water | Director of Water Utilities | 21 | 80,141.96 | 106,428.52 | 132,715.08 |
| Finance | Finance Director | 21 | 80,141.96 | 106,428.52 | 132,715.08 |
| Public Works Engineering | Director of Public Works | 22 | 82,909.73 | 108,863.02 | 134,816.31 |
| Fire | Fire Chief | 22 | 82,909.73 | 108,863.02 | 134,816.31 |
| Police | Police Chief | 22 | 82,909.73 | 108,863.02 | 134,816.31 |
| Law | Chief Prosecuting Attorney | 24 | 90,000.00 | 145,000.00 | 200,000.00 |
| Law | City Attorney | 24 | 90,000.00 | 145,000.00 | 200,000.00 |

| Department | Job Title | Grade | Min | Mid | Max |
|-----------------------------|-----------------------------------|-------|-----------|------------|------------|
| Part Time Temporary | | | | | |
| Development Services | Administrative Support | PTT | 0.00 | 25,000.00 | 50,000.00 |
| All | Intern | PTT | 0.00 | 25,000.00 | 50,000.00 |
| ITS | Audio Visual Evening | PTT | 0.00 | 25,000.00 | 50,000.00 |
| ITS | Audio Visual Sys Support PTT | PTT | 0.00 | 25,000.00 | 50,000.00 |
| Public Works Engineering | Construction Inspector | PTT | 0.00 | 25,000.00 | 50,000.00 |
| Water | Fire Hydrant Painter | PTT | 0.00 | 25,000.00 | 50,000.00 |
| ITS | ITS Support PTT | PTT | 0.00 | 25,000.00 | 50,000.00 |
| Administration | Payroll Support | PTT | 0.00 | 25,000.00 | 50,000.00 |
| Law | Prosecuting Attorney PTR | PTT | 0.00 | 25,000.00 | 50,000.00 |
| Represented Groups | | | | | |
| Fire | Firefighter | F1 | 37,626.54 | 44,982.53 | 52,338.51 |
| Fire | Firefighter Paramedic | F1P | 43,626.54 | 50,982.53 | 58,338.51 |
| Fire | Fire Engineer | F2 | 40,941.09 | 48,617.55 | 56,294.00 |
| Fire | Fire Engineer Paramedic | F2P | 46,941.09 | 54,617.55 | 62,294.00 |
| Fire | Fire Specialist | F3 | 44,605.37 | 55,779.02 | 66,952.67 |
| Fire | Fire Specialist Paramedic | F3P | 50,605.37 | 61,779.02 | 72,952.67 |
| Fire | Fire Captain I | F4 | 53,153.26 | 63,597.88 | 74,042.49 |
| Fire | Fire Captain I Paramedic | F4P | 59,153.26 | 69,597.88 | 80,042.49 |
| Fire | Fire Captain II | F5 | 58,134.06 | 71,940.59 | 85,747.12 |
| Fire | Fire Captain II Paramedic | F5P | 64,134.06 | 77,940.59 | 91,747.12 |
| Fire | Battalion Chief | F7 | 69,810.54 | 84,121.70 | 98,432.86 |
| Fire | Battalion Chief Paramedic | F7P | 75,810.54 | 90,121.70 | 104,432.86 |
| Fire | Assistant Fire Chief I | F8 | 76,442.54 | 92,113.26 | 107,783.98 |
| Fire | Assistant Fire Chief I Paramedic | F8P | 82,442.54 | 98,113.26 | 113,783.98 |
| Fire | Assistant Fire Chief II | F9 | 79,749.90 | 98,889.95 | 118,030.00 |
| Fire | Assistant Fire Chief II Paramedic | F9P | 85,749.90 | 104,889.95 | 124,030.00 |
| Fire | Communications Specialist | F11 | 35,412.83 | 47,929.75 | 59,271.85 |
| Fire | Lead Communications Specialist | F12 | 38,487.76 | 50,864.49 | 61,964.45 |
| Police | Police Officer I | P1 | 38,629.42 | 46,077.33 | 53,778.27 |
| Police | Police Officer II | P2 | 42,032.31 | 49,798.30 | 57,826.85 |
| Police | Master Police Officer I | P3 | 45,794.26 | 57,400.16 | 69,006.06 |
| Police | Master Police Officer II | P4 | 57,201.54 | 63,103.80 | 69,006.06 |
| Police | Police Sergeant I | P5 | 57,500.00 | 72,073.54 | 86,647.08 |
| Police | Police Sergeant II | P6 | 72,073.00 | 79,360.00 | 86,647.00 |
| Police | Police Captain | P7 | 69,810.54 | 84,121.70 | 98,432.86 |
| Police | Police Major I | P8 | 76,442.50 | 92,113.26 | 107,783.98 |
| Police | Police Major II | P9 | 79,749.90 | 100,864.02 | 118,030.00 |
| Central Vehicle Maintenance | Mechanic | UN0 | 33,473.65 | 41,713.36 | 49,953.07 |
| All | Maintenance Worker | UN2 | 28,443.17 | 36,418.62 | 44,394.06 |
| Public Works Operations | Equipment Operator | UN4 | 35,075.25 | 42,514.16 | 49,953.07 |
| Water | Equipment Operator Sewer | UN4 | 35,075.25 | 42,514.16 | 49,953.07 |
| Water | Equipment Operator Water | UN4 | 35,075.25 | 42,514.16 | 49,953.07 |
| Water | Meter Service Technician | UN6 | 26,111.70 | 37,815.86 | 49,520.22 |
| Water | Metered Services Specialist | UN7 | 33,261.49 | 43,572.46 | 53,883.44 |