



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
December 19, 2023 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____
Justin Smith ____ John Welch ____

III. OPENING PRAYER: Gary Green

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approval of Minutes of the December 5, 2023 City Council meeting.

B. Approve an application by DG Retail, LLC (dba Dollar General) to renew a license to sell cereal malt beverages in original and unopened containers and not for consumption on the premises at 4554 Woodlawn Ave, Bel Aire, KS.

C. Approve an application by Seiko, LLC (dba Mirai Ramen & Sushi) to renew a license to sell cereal malt beverages for consumption on the premises at 6254 E 37th St N Ste 180, Bel Aire, KS.

Action: Motion to (approve / table / deny) the Consent Agenda as (listed / amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 23-23 in the amount of \$337,369.43.

Action: Motion to (approve / deny / table) Appropriations Ordinance 23-23.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES: Ken Lee with Garver – Update on 53rd Street.

IX. CITIZEN CONCERNS: *If you wish to speak, please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the Mayor, please go to the podium, speak into the microphone, and state your name and address before giving your comments. Please limit your comments to 3 minutes in the interest of time.*

X. REPORTS

- A. Council Member Reports**
- B. Mayor's Report**
- C. City Attorney Report**
- D. City Manager Report**

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of An Ordinance Authorizing The City Of Bel Aire, Kansas To Issue Its Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC) For The Purpose Of Acquiring, Equipping And Constructing A Storage Facility; And Authorizing Other Related Documents And Actions.

Action: Motion to (approve/ deny / table) An Ordinance Authorizing The City Of Bel Aire, Kansas To Issue Its Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC) For The Purpose Of Acquiring, Equipping And Constructing A Storage Facility; And Authorizing Other Related Documents And Actions and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote _____

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____

B. Consideration of An Ordinance which sets forth uniform requirements for Users of the Sanitary Sewer Conveyance System for the City of Bel Aire and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et 15 seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations 16 [CFR] Part 403)

Action: Motion to (adopt / deny / table) An Ordinance which sets forth uniform requirements for Users of the Sanitary Sewer Conveyance System for the City of Bel Aire and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et 15 seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations 16 [CFR] Part 403) and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____

C. Consideration of an Agreement for Professional Services with Certified Engineering Design for the Design and Construction Staking services for the Bel Aire Lakes Development in the amount of \$284,975.00.

Action: Motion to (approve / deny / table) an Agreement for Professional Services with Certified Engineering Design for Design and Construction Staking services for the Bel Aire Lakes in the amount of \$_____ and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of accepting a bid for Sunflower Commerce Park 3rd Infrastructure. Four bids were received:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate Bid</u>
<i>Engineer's Estimate</i>	\$1,214,617.00	\$1,194,796.00
Dondlinger	\$1,057,755.85	\$1,045,863.25
McCullough	\$1,182,985.85	\$1,150,680.85
Mies	\$1,152,216.50	\$1,139,002.50
Nowak	\$1,210,918.59	\$1,245,208.92

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for the Sunflower Commerce Park 3rd Infrastructure Project and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

E. Consideration of An Agreement For Senior Centers By And Between Sedgwick County, Kansas and City Of Bel Aire.

Action: Motion to (approve / deny / table) An Agreement For Senior Centers By And Between Sedgwick County, Kansas and City Of Bel Aire.

Motion _____ Second _____ Vote _____

F. Consideration of accepting a bid to purchase a new Enterprise Resource Planning (ERP) system. Four bids were received, Two bids meet RFP requirements:

<u>One-Time Fee and Year 1</u>	<u>Total</u>
Tyler Technologies	\$304,178
Caselle	\$141,477
<u>Annual Subscription</u>	<u>Total</u>
Tyler Technologies	\$107,845
Caselle (with 3rd party Recreation)	\$77,212
<u>Current Spend</u>	<u>\$69,383</u>
<i>Current Spend (with CC Fees Included)</i>	<i>\$124,279</i>

Action: Motion to (accept / deny / table) the bid from _____ in the amount not to exceed \$_____ for the purchase of a new Enterprise Resource Planning (ERP) system and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

A. Executive Session

Action: Motion to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, and Neil Gosch. The meeting will be for a period of (____) minutes, and the open meeting will resume in City Council Chambers at (____) p.m.

Motion _____ Second _____ Vote _____

B. Executive Session

Action: Motion to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, and the City Attorney. The meeting will be for a period of (____) minutes, and the open meeting will resume in City Council Chambers at (____) p.m.

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

A. Manager's Report - December 19, 2023

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting is available at www.belaireks.gov and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
December 05, 2023 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 7:00 p.m.

II. ROLL CALL

Present were Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch.

Also present were City Manager Ty Lasher, City Attorney Maria Schrock, Assistant City Manager Ted Henry, City Engineer Anne Stephens, Bond Counsel Kevin Cowan of Gilmore & Bell, PA, Consultant Becky Lewis of Burns and MacDonnell, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Mark Posson provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

- A. Approve Minutes of the November 21, 2023 City Council meeting.**
- B. Reappoint Mayor Jim Benage to the Wichita Area Metropolitan Planning Organization (WAMPO) Policy Board**
- C. Reappoint City Engineer Anne Stephens as an alternate official to the WAMPO Policy Board.**
- D. Reappoint Assistant City Manager Ted Henry as an alternate official to the WAMPO Policy Board.**
- E. Reappoint Mayor Jim Benage to the Bel Aire Public Building Commission (PBC). The Mayor is one member and serves a 4-year term co-terminus with his Mayoral term.**
- F. Reappoint Gary O’Neal to the Bel Aire Public Building Commission (PBC). His term will expire in 2027.**

- G. Reappoint Mayor Jim Benage to the Chisholm Creek Utility Authority Board.**
- H. Reappoint Greg Davied to the Chisholm Creek Utility Authority board for 2 years, term ending December 5, 2025.**
- I. Accept Petitions for Phase 1 Paving, Sanitary Sewer, and Water Distribution System Improvements to serve Skyview at Block 49 2nd Addition Phase 2.**
- J. Accept A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Paving Improvements/Skyview At Block 49 2nd Addition- Phase 2); And Amending, Restating And Repealing Resolution No. R-22-48.**
- K. Accept A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Improvements/ Skyview At Block 49 2nd Addition - Phase 2).**
- L. Accept A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Distribution System Improvements/Skyview At Block 49 2nd Addition- Phase 2).**
- M. Accept Petitions for Phase 1 Paving and Drainage, Sanitary Sewer, and Water Distribution System Improvements to serve Bel Aire Lakes.**
- N. Accept A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Paving Improvements/Bel Aire Lakes Addition—Phase 1).**
- O. Accept A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Improvements/ Bel Aire Lakes - Phase 1).**
- P. Accept A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Distribution System Improvements/Bel Aire Lakes- Phase 1).**

MOTION: Councilmember Smith moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 5-0.*

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 23-22 in the amount of \$971,445.72.

MOTION: Councilmember Davied moved to approve Appropriations Ordinance No. 23-22. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

VIII. SEATING OF NEWLY ELECTED GOVERNING BODY MEMBERS

A. Oath of Office by Mayor Jim Benage and Councilmembers Emily Hamburg and Tyler Dean.

Mayor Jim Benage and Councilmembers Emily Hamburg and Tyler Dehn took the Oath of Office and took their seats on the Council.

IX. ROLL CALL OF NEW COUNCIL

Present were Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch.

X. CITY REQUESTED APPEARANCES: None.

XI. PUBLIC HEARING

A. Public Hearing on the proposed 2023 City of Bel Aire Budget Amendments.

No one spoke.

MOTION: Councilmember Hamburg moved to close the public hearing. Councilmember Smith seconded the motion. *Motion carried 5-0.*

XII. CITIZEN CONCERNS

Jeff Tredway, 8493 E Deer Run, spoke about his concerns about speeding in his neighborhood. He presented copies of a petition to the City Council regarding installing a street termination to reduce the traffic flow.

Mayor Benage stated that the petition would be reviewed and City staff would contact Mr. Tredway.

XIII. REPORTS

A. Council Member Reports

Councilmember Dehn reported briefly on the Bel Aire Chamber Mixer and thanked the Chamber members for putting on the event. He also attended the Volunteer Appreciation Dinner tonight at City Hall and he thanked the volunteers who dedicate their time to Bel Aire boards and committees.

Councilmember Hamburg briefly reported on the Sedgwick County Emergency Response training which she participated in over the weekend. She encouraged citizens to take the training.

Councilmember Welch briefly reported on the purpose for executive sessions.

B. Mayor's Report

Mayor Benage briefly reported on the Bel Aire Chamber Mixer, the volunteer dinner, and the annual Christmas event at City Hall last Saturday. He also thanked Public Works crews for their work over Thanksgiving weekend, clearing over 9 inches of snow.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on code enforcement's recent efforts to educate citizens about, and abate, nuisance vehicles.

D. City Manager Report

City Manager Ty Lasher briefly reported on the Volunteer Appreciation Dinner. He thanked staff for their work on the dinner.

XIV. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Adopt 2023 City of Bel Aire Budget Amendments, as published.

MOTION: Councilmember Smith moved to adopt the 2023 City of Bel Aire Budget Amendments, as published. Councilmember Davied seconded the motion. *Motion carried 5-0.*

B. Consideration of electing a Council President. The term is for one year and was previously held by Justin Smith.

MOTION: Councilmember Davied moved to elect Council Member Justin Smith as Council President for 2024. Councilmember Dehn seconded the motion. *Motion carried 5-0*

C. Consideration of Bids for Street Repairs on Webb Road from K-254 to 45th Street. Three bids were received:

Pearson Construction	\$47,380.00
Kansas Paving	\$33,040.00
APAC Construction	\$54,250.00

MOTION: Councilmember Hamburg moved to deny all of the bids. Councilmember Davied seconded the motion. *Motion carried 4-1* with Councilmember Welch voting against the motion.

D. Consideration of accepting a bid for the 37th Street Valve Replacement. Three bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Dondlinger	\$42,750.00
McCullough	\$66,250.00
UMC	\$46,610.00

MOTION: Councilmember Davied moved to accept the bid from Dondlinger in the amount of \$42,750.00 for the 37th Street Valve Replacement and authorize the Mayor to sign all related documents. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

E. Consideration of An Ordinance which sets forth uniform requirements for Users of the Sanitary Sewer Conveyance System for the City of Bel Aire and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et 15 seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations 16 [CFR] Part 403)

MOTION: Councilmember Welch moved to table the Ordinance pending revisions. Councilmember Smith seconded the motion. *Motion carried 5-0.*

F. Consideration of An Ordinance changing the zoning classification from R-4 Single-Family District to R-5 Multi-Family on certain property located within the corporate city limits of the City of Bel Aire, Kansas (ZON-23-05 - Chapel Landing 8th).

MOTION: Councilmember Smith moved to approve An Ordinance changing the zoning classification from R-4 Single-Family District to R-5 Multi-Family on certain property located within the corporate city limits of the City of Bel Aire, Kansas and authorize the Mayor to sign. Councilmember Hamburg seconded the motion.

Roll Call Vote:

Greg Davied – Aye	Tyler Dehn – Aye	Emily Hamburg -Aye
Justin Smith -Aye	John Welch -Aye	Mayor Jim Benage -Aye

Motion carried 6-0.

The Council briefly discussed the trend of building single-family homes on smaller lots and the lack of a zoning classification in the Bel Aire zoning code to allow that kind of development.

MOTION: Councilmember Welch moved to direct Planning Commission to create a new zoning district for single-family housing on smaller lots. Councilmember Davied seconded the motion. *Motion carried 5-0.*

G. Consideration of A Resolution Concerning Service, License And Permit Fees Within The Corporate Limits Of The City Of Bel Aire, Kansas.

MOTION: Councilmember Welch moved to approve A Resolution Concerning Service, License And Permit Fees Within The Corporate Limits Of The City Of Bel

Aire, Kansas as (presented / amended) and authorize the Mayor to sign. Councilmember Smith seconded the motion. *Motion carried 5-0.*

H. Consideration of Notification of Retirement from Ty Lasher as City Manager, submitted on October 10, 2023 (announced at the October 10th council workshop while written letters were simultaneously provided to all council members.)

MOTION: Councilmember Welch moved to approve Ty Lasher's Notification of Retirement as received on October 10, 2023, with his last day as City Manager being March 29, 2024. Councilmember Davied seconded the motion. *Motion carried 5-0.*

I. Consideration of an Employment Agreement with Ted Henry as City Manager, effective April 1, 2024.

MOTION: Councilmember Smith moved to approve an Employment Agreement with Ted Henry as City Manager with an effective date of April 1, 2024 and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

XV. EXECUTIVE SESSION

MOTION: Councilmember Smith moved to take a 5-minute recess. Councilmember Welch seconded the motion. *Motion carried 5-0.*

The Council then held a brief recess.

MOTION: Councilmember Welch to go into executive session for the sole purpose of discussing the subject of Attorney-Client consultation regarding contractual obligations pursuant to the KSA 75-4319 exception for attorney-client privilege for consultation regarding Woodlawn Road Project contractual obligations. Invite the City Manager, Assistant City Manager, City Engineer, Attorney Neal Gosch and the City Attorney. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:57 p.m. Councilmember Davied seconded the motion. *Motion carried 5-0.*

The Council held an executive session. At 9:00 p.m., Mayor Benage called the meeting back to order and stated that no binding action had been taken.

MOTION: Councilmember Welch moved to extend the executive session for 15 minutes with the open meeting resuming at 9:15 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The council returned to executive session. At 9:16 p.m., Mayor Benage called the meeting back to order and stated that no binding action had been taken.

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussing the subject of Attorney-Client consultation regarding contractual obligations pursuant to the KSA 75-4319 exception for attorney-client privilege. Invite the City Manager, Assistant City Manager, and City Attorney. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:33 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

At 9:34 p.m., Mayor Benage called the meeting back to order and stated that no binding action had been taken.

XVI. DISCUSSION AND FUTURE ISSUES

- A. December Workshop – December 12th at 6:30 pm?**
- B. December 19th City Council Meeting?**

Councilmembers briefly discussed the agendas for the upcoming Workshop on December 12th and the next City Council meeting on December 19th.

XVII. ADJOURNMENT

MOTION: Councilmember Dehn moved to adjourn. Councilmember Davied seconded the motion. *Motion carried 5-0.*

City of Bel Aire, Kansas

STAFF REPORT



DATE: December 13, 2023

TO: Governing Body

FROM: City Clerk/City Attorney

RE: CMB License Application

BACKGROUND: Dollar General has applied for license renewal for selling Cereal Malt Beverage in original and unopened containers. The code requires the Governing Body to annually review each licensee based on contact updates compliance with their current license. All the requirements have been confirmed or attested to by the applicant’s certification. Dollar General has held a license in Bel Aire since 2020. Staff reports no opposition from a health and safety perspective, based on available information.

DISCUSSION:

Based on the reports from staff and the certification of the applicant the following State and local requirements were met:

- Annual license fee (set by State of Kansas) of \$50 for Limited Retailers– *Paid By DG Retail 11-20-2023*
- \$25 stamp fee (set by State of Kansas) – *Paid By DG Retail 11-20-2023*
- State of Kansas CMB Licensing Form – *Completed 11-20-2023*
- Background Checks for store manager and LLC officer did not show any preceding felonies for crimes involving moral turpitude, drunkenness, DUI or other intoxicating liquor violations
- Statement from police department regarding results of records check on applicants – *Chief Atteberry provided this statement on 12/13/2023.*
- Certification from City health officer certifying premises have been inspected and complies with health code and other applicable Code sections. - *The Planning and Zoning department reports that Dollar General is compliant with all applicable building codes, 11-28-2023.*
- Certification from Sedgwick County Fire Marshall certifying premises complies with applicable city fire code. - *Sedgwick County Fire Marshall reports Dollar General is compliant 12-12-2023.*
- No information presented to show LLC or store manager having poor character.

RECOMMENDATION:

Approve the proposed renewal as described.

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVER

(This form has been prepared by the Attorney General's Office)

Section VI, Item B.
21238

City or County of **BEL AIRE**, KS

SECTION 1 – LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

- License to sell cereal malt beverages for consumption on the premises.
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 00436477242F

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation DG Retail, LLC		FEIN 36 - 4577242	
Corporation Street Address 100 Mission Ridge		Corporation City Goodlettsville	State TN Zip Code 37072
Date of Incorporation 7/15/2005	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name FORAT KHALAF		Phone No.	
Residence Street Address		City	State Zip Code

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)			Mailing Address (If different from business address)		
DBA Name Dollar General Store #21238			Name Dollar General Store #21238		
Business Location Address 4554 N WOODLAWN AVE			Address 100 Mission Ridge Attn: Tax Dept		
City BEL AIRE	State KS	Zip 67220-	City Goodlettsville	State TN	Zip 37072
Email Address(s) Please separate values with a comma. tax-beerandwinlicense@dollargeneral.com					
Business Phone No. (615) 762-7914			<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.		
Business Location Owner Name(s) Hionahna Ventures Real Estate, LLC					

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name	Position	Date of Birth
No person owns 25% or more of stock		
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position CEO	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Age
Residence Street Address N/A	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State Zip Code

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
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Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent. Yes No

If yes, provide the following:

Manager/Agent Name FORAT KHALAF	Phone No. [REDACTED]	Date of Birth [REDACTED]
Residence Street Address [REDACTED]	City and State [REDACTED]	Zip Code [REDACTED]

Manager or Agent Spousal Information*

Spouse Name	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE

Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.

Are all persons identified in Sections 4 & 5 Citizens of the United States*? Yes No

Is the person identified in Section 5 currently a resident of Kansas*? Yes No

All persons identified in Sections 4 & 5 are at least 21 years old*? Yes No

All persons in Sections 4 & 5 have been a Kansas resident for at least 40 years prior to submitting this application.**

Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:
(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law? Yes No

Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts? Yes No

Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license? Yes No

SECTION 7 – DURATION OF SPECIAL EVENT

Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *Ally Holdren*

DATE *09/28/2023*

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ _____ Date _____
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date _____

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

DOLLAR GENERAL

DRAWING HISTORY

DATE: 06/28/19 BY: SEH

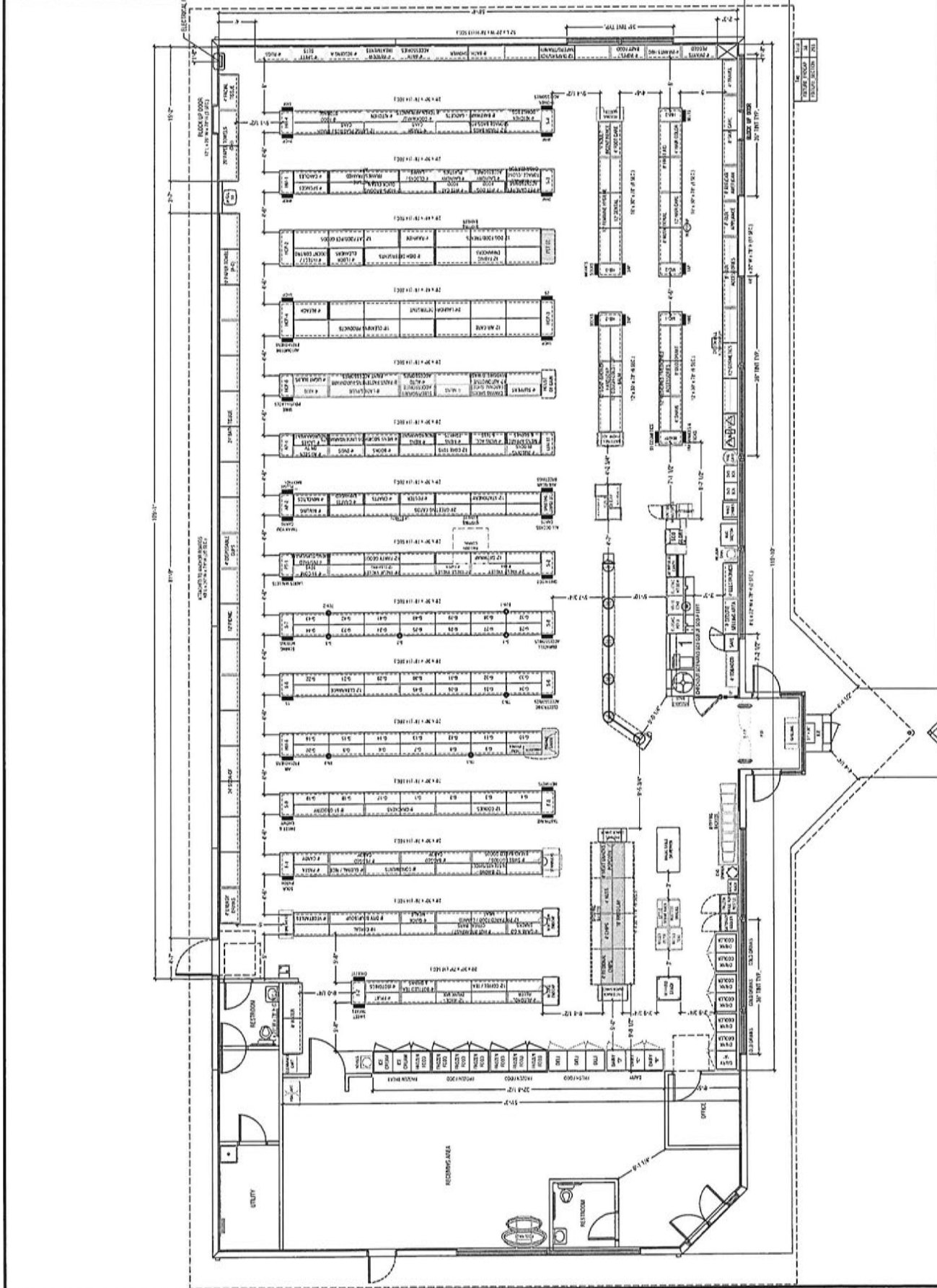
- BY: SEH
- DATE: 07/15/19
- BY: SEH
- DATE: 07/29/19
- BY: SEH
- DATE: 08/08/19
- BY: SEH
- DATE: 04/07/21
- BY: KEJ

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PROJECT TYPE: NEW
 FORMAT TYPE: DGT8
 PLAN TYPE: CONV
 LAYOUT TYPE: OPT
 UP DESIGNATION: STANDARD ENHANCED
 PICTURE DATE: 08/08/19
 SALES FLOOR SQ. FT.: 6,680
 WAREHOUSE SQ. FT.: 846
 TOTAL SQ. FT.: 8,276
 CEILING HEIGHT: 10'-6"
 LIGHT HEIGHT: N/A
 SEASONAL SECTIONS: 45
 SECTION COUNT: 293
 END CAP COUNT: 40
 STORE NUMBER: 21238

ADDRESS: 4554 N WOODLAWN AVE
 CITY: BEL AIR
 STATE: KS
 ZIP: 6722
 STORE PLANNING LINE: (615) 851

Section VI, Item B.



City of Bel Aire, Kansas



STAFF REPORT

DATE: December 13, 2023

TO: Governing Body

FROM: City Clerk/City Attorney

RE: CMB License Application

BACKGROUND: Seiko, LLC, dba Mirai Ramen & Sushi, has applied to renew their License to Sell Cereal Malt Beverages (beer) for consumption on the premises. The restaurant was first granted this license in March 2023. All the requirements have been confirmed or attested to by the applicant’s certification. Staff reports no opposition from a health and safety perspective, based on available information.

DISCUSSION:

Based on the reports from staff and the certification of the applicant the following State and local requirements were met:

- Annual fee (set by State of Kansas) of \$200 for License to sell cereal malt beverages for consumption on the premises– Paid By Seiko, LLC 12/14/2023
- \$25 stamp fee (set by State of Kansas) – Paid By Seiko, LLC 11/29/2023
- State of Kansas CMB Licensing Form – Completed by Seiko, LLC 11/29/2023
- The restaurant manager certified Kansas residency (CMB Licensing Form), 11/29/2023
- No information presented to show restaurant manager or LLC officers having poor character.
- Background Checks for restaurant manager and LLC officers did not show any preceding felonies for crimes involving moral turpitude, drunkenness, DUI or other intoxicating liquor violations.
- Statement from police department regarding results of records check on applicants – Chief Atteberry provided this statement on 12/13/2023.
- Certification from City health officer certifying premises has been inspected and complies with health code and other applicable Code sections. - The Planning & Zoning department reports that the location is compliant with all applicable building codes, 12/07/2023.
- Certification from Sedgwick County Fire Marshall certifying premise complies with applicable city fire code. - Sedgwick County Fire Marshall reports the location is compliant 12/07/2023.

RECOMMENDATION:

Approve the renewed license as described.

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Bel Aire

SECTION 1 – LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			
SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>786 4986</u>			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name of Corporation <u>selho LLC</u>		FEIN <u>92-129A136</u>	
Corporation Street Address <u>6254 E 37th St N Ste 180</u>		Corporation City <u>Bel Aire</u>	State <u>KS</u>
Date of Incorporation		Articles of Incorporation are on file with the Secretary of State.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name <u>Mirai Rame & Susti Hendry</u>		Phone No. [REDACTED]	
Residence Street Address <u>6254 E 37th St N Ste 180</u>		City [REDACTED]	State [REDACTED]
Zip Code [REDACTED]			
SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Mirai Ramen and Susti</u>		Name	
Business Location Address <u>6254 E 37th St N Ste 180</u>		Address	
City <u>Bel Aire</u> State <u>KS</u> Zip <u>67270</u>		City State Zip	
Email Address(s) Please separate values with a comma.			
Business Phone No. <u>(316) 295-3677</u>		<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) <u>BelPointe LLC</u>			
SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse*, if applicable. Attach additional pages if necessary.			
Name <u>Harve chandra</u>		Position <u>owner</u>	Date of Birth [REDACTED]
Residence Street Address [REDACTED]		City [REDACTED]	State [REDACTED]
Spouse Name <u>NOU Yanti hong</u>		Position	Date of Birth [REDACTED]
Residence Street Address [REDACTED]		City [REDACTED]	State [REDACTED]
Name <u>Johnny chandra</u>		Position <u>owner</u>	Date of Birth [REDACTED]
Residence Street Address [REDACTED]		City [REDACTED]	State [REDACTED]
Spouse Name <u>Augustina bell</u>		Position	Age [REDACTED]
Residence Street Address [REDACTED]		City [REDACTED]	State [REDACTED]
Name <u>Victor Nnamui</u>		Position <u>owner</u>	Date of Birth [REDACTED]
Residence Street Address [REDACTED]		City [REDACTED]	State [REDACTED]
Spouse Name <u>MARISA EVANHE</u>		Position	Age [REDACTED]
Residence Street Address [REDACTED]		City [REDACTED]	State [REDACTED]

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)			
Name	Tanto Santoso	Position	Owner
Residence Street Address	[REDACTED]	City	[REDACTED] State [REDACTED]
Spouse Name	Mary Vini Long	Position	
Residence Street Address	[REDACTED]	City	[REDACTED] State [REDACTED] Zip Code [REDACTED]
Name	No name Given Hendry	Position	owner
Residence Street Address	[REDACTED]	City	[REDACTED] State [REDACTED] Zip Code [REDACTED]
Spouse Name	No name Given Silviana	Position	
Residence Street Address	[REDACTED]	City	[REDACTED] State [REDACTED] Zip Code [REDACTED]
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Spouse Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Spouse Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
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Spouse Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Spouse Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Spouse Name		Position	Date of Birth
Residence Street Address		City	State Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name <i>Johnny Chandra</i>	Phone No. [REDACTED]	Date of Birth [REDACTED]
Residence Street Address [REDACTED]	City and State [REDACTED]	Zip Code [REDACTED]
Manager or Agent Spousal Information*		
Spouse Name <i>Augustina S Bell</i>	Phone No. [REDACTED]	Date of Birth [REDACTED]
Residence Street Address [REDACTED]	City and State [REDACTED]	Zip Code [REDACTED]
SECTION 6 – QUALIFICATIONS FOR LICENSURE		
<small>Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.</small>		
Are all persons identified in Sections 4 & 5 Citizens of the United States*?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the person identified in Section 5 currently a resident of Kansas*?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons identified in Sections 4 & 5 are at least 21 years old*?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons in Sections 4 & 5 have been a Kansas resident for at least <i>3</i> years prior to submitting this application.**		
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SECTION 7 – DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE
In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE JH DATE 11/29/23

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ 50 200 Date 11/29/23 12/14/23
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date 11/29/23

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

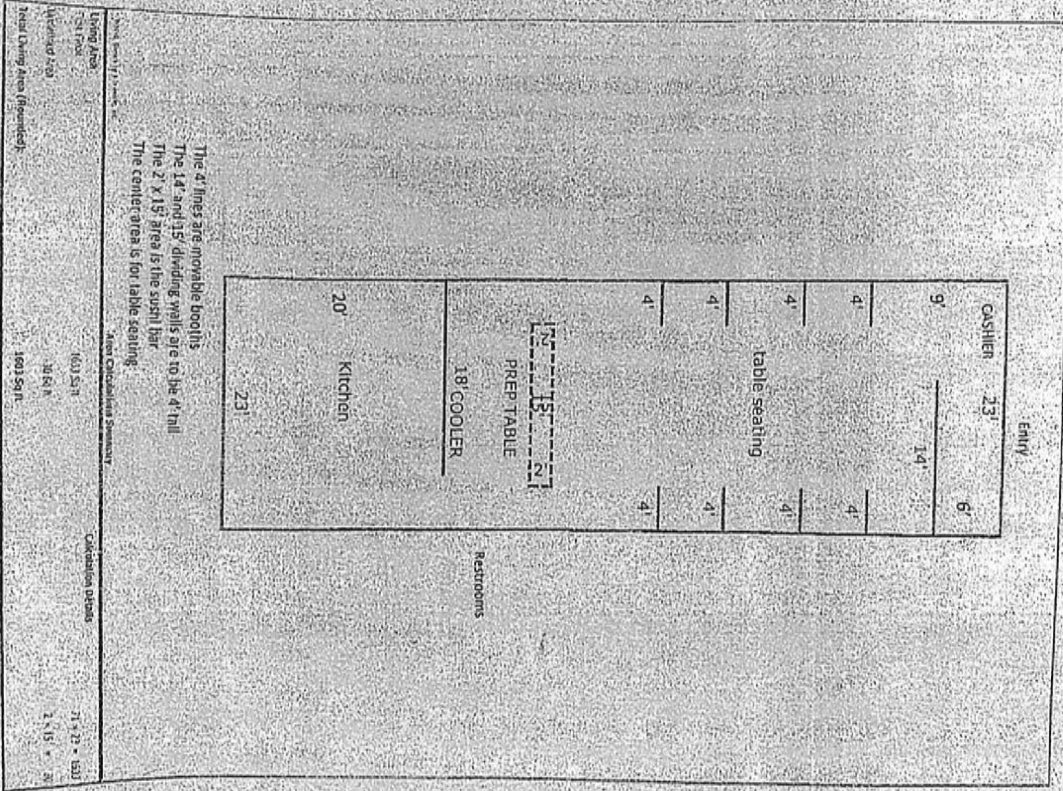
A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

Clear Form

Building Sketch

Project: _____
 Project Address: _____
 City: _____
 State: _____
 Zip: _____
 Date: _____
 Scale: _____
 Drawing: _____



CITY OF BEL AIRE		
AP ORD 23-23		
Vendor and Payroll Checks 11/29-12/11/2023		
AFLAC	EMPLOYEE MONTHLY PREMIUM	\$ 854.44
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 120.00
CHAMPLIN TIRE RECYCLING,	ALLEY PARK BENCH KDHE GRANT	\$ 1,617.00
COLUMBIA CAPITAL MANAGEME	GO 2023A, TN 2023B COI	\$ 32,829.13
CONRADY, SLOANE	YOUTH SPORTS OFFICIAL	\$ 36.00
COUNTRYSIDE LAWN & TREE C	FALL FERTILIZING	\$ 152.32
CRAFCO	STREET MASTIC	\$ 6,972.00
CUSIP GLOBAL SERVICES	GO 2023A, TN 2023B COI	\$ 1,010.00
ELLIOTT ELECTRIC SUPPLY	CP STREET LIGHT BULBS	\$ 133.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 562.00
EVERGY	ELEC SVC:CITY BLDGS	\$ 4,605.35
FELIX'S LANDSCAPING & IRR	BEL AIRE PK IRRIGATION REPAIR	\$ 6,600.00
FICA/FEDERAL W/H	FED/FICA TAX	\$ 27,147.07
FINANCIAL PRINTING RESOUR	GO2023A & TN2023B COI	\$ 650.00
FIRESTONE	#33 PD FLEET MAINTENANCE	\$ 675.55
FLEMING, ARMANDO	TAI CHI INSTRUCTOR	\$ 360.00
FOULSTON SIEFKIN	GENERAL COUNSEL	\$ 225.00
GALLS, LLC	PD:UNIFORM/SUPPLIES	\$ 824.07
GRANT STREET GROUP, INC	GO 2023A, TN 2023B COI	\$ 4,000.00
HENRY, TED	KSGFOA CONF HOTEL, PER DIEM	\$ 708.20
HESS, MARTY	YOGA INSTRUCTOR	\$ 120.00
IDEATEK TELECOM	11/23 HOSTED PHONE SERV	\$ 796.55
KONDA, KAMERON	YOUTH SPORTS OFFICIAL	\$ 18.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,787.18
KS PUBLIC EMPL RETIRE SYS	KPERS	\$ 17,415.35
KS TREASURER - BOND SVC	BOOK ENTRY FEE	\$ 6,060.00
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$ 225.00
LEAGUE OF KS MUNICIPALITI	2023 KS TAX RATE/FISCAL BOOK	\$ 35.00
NCSI	COACH BACKGROUND CHECKS X19	\$ 332.50
OREILLY AUTO PARTS	AUTO REPAIRS/SUPPLIES	\$ 41.02
PACE ANALYTICAL SERVICES	SW:SUSPENDED SOLIDS TESTING	\$ 1,480.00
PEC	COMPREHENSIVE LAND USE PLAN	\$ 5,300.00
PUBLIC WORKS & UTILITIES	12,321,750 GAL:10/05-11/03/23	\$ 59,544.59
S&P GLOBAL RATINGS	GO 2023A, TN 2023B COI	\$ 24,750.00
SCHROCK, MARIA	MILEAGE & TOLL	\$ 718.47
SEDG CO DEPT FINANCE/JAIL	10/23 PRISONER HOUSING FEES	\$ 50.35
SOERGEL, WYNN	YOUTH SPORTS OFFICIAL	\$ 39.00
SUMNERONE	PW:COPIER TA-2553CI	\$ 3,424.51
SUNFLOWER COMMERCE PARK	REIMB SUNFLOWER PARK:EVERGY BILL	\$ 129.81
SUPERIOR RUBBER STAMP	SIGNAGE	\$ 25.00
TRAFFIC CONTROL SERVICES	BLACK SPOTLIGHT	\$ 600.00
TRANSYSTEMS	INTEGRA SITE ACCESS TRANS PLAN	\$ 14,978.85
TRIPLETT,WOOLF&GARRETSON	WOODLAWN RD PROJECT	\$ 17,845.50

UNDERGROUND VAULTS & STOR	FILE RETRIEVAL	\$ 10.00
USA BLUE BOOK	WATER TESTING SUPPLIES	\$ 935.62
UTILITY MAINTENANCE CONTR	4440 EAGLELAKE LG SERV REPLACE	\$ 2,441.20
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$ 1,720.18
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$ 160.00
WICHITA CORING & CUTTING	CONCRETE: LIFTSTATION	\$ 300.00
WSU-CONTINUING ED	KGIA 2024 CONF-DAVIS	\$ 600.00
PAYROLL CHECKS	PAYROLL CHECKS ON 12/06/2023	\$ 81,568.08
	CLAIMS TOTAL	\$ 337,369.43

AH
DEC 13 2023

GILMORE & BELL, P.C.
11/28/2023

ORDINANCE NO. ____

**OF THE
CITY OF BEL AIRE, KANSAS**

**AUTHORIZING THE ISSUANCE OF
\$3,945,737.61
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2023
(BEL AIRE SECURE STORAGE, LLC)**

(Published in *The Ark Valley News*, December 21, 2023)

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2023 (BEL AIRE SECURE STORAGE, LLC) FOR THE PURPOSE OF ACQUIRING, EQUIPPING AND CONSTRUCTING A STORAGE FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS HAS FOUND AND DETERMINED:

A. The City of Bel Aire, Kansas (the “Issuer”) is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC) in the aggregate principal amount of \$3,945,737.61 (the “Series 2023 Bonds”), for the purpose of paying the costs of acquiring, equipping and constructing a commercial storage facility (the “Project”), as more fully described in the Bond Agreement and in the Lease authorized in this Ordinance, for lease to Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas limited liability company(the “Tenant”).

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2023 Bonds to execute and deliver the following documents (collectively, the “Bond Documents”):

- (i) a Bond Agreement (the “Bond Agreement”) among the Issuer, the Tenant and Security Bank of Kansas City, Kansas City, Kansas (the “Bank”) prescribing the terms and conditions of issuing and securing the Series 2023 Bonds;
- (ii) a Site Lease (the “Site Lease”) with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;
- (iii) a Project Lease (the “Project Lease”) with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments;
- (iv) an Agreement for Payment in Lieu of Taxes (the “Agreement for Payment in Lieu of Taxes”) with the Tenant, under which the Tenant will make payments in lieu of taxes for each year after issuance of the Series 2023 Bonds that the Project is exempt from ad valorem taxation; and
- (v) an Origination Fee Agreement (the “Origination Fee Agreement”) to be entered into between the Issuer and the Tenant in conjunction with the issuance of the Series 2023 Bonds.

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2023 Bonds is eligible for

exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years, subject to a payment in lieu of taxes for each year of the exemption, as more particularly described in the Agreement for Payment in Lieu of Taxes. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

NOW, THEREFORE, BE IT [ORDAINED][RESOLVED] BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Bond Agreement and the Project Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed and equipped in the manner described in the Bond Agreement, the Site Lease and the Project Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2023 Bonds, to be designated “City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC)” in the aggregate principal amount of \$3,945,737.61, for the purpose of providing funds to pay the costs of acquiring, equipping and constructing the Project. The Series 2023 Bonds will be in the principal amount, will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Bond Agreement. The Series 2023 Bonds will be special limited obligations of the Issuer payable solely from the revenues derived from the Project Lease. The Series 2023 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Bond Agreement.** The Issuer is authorized to enter into the Bond Agreement with the Bank and the Tenant in the form approved in this Ordinance. The Issuer will issue and sell the Bonds and provide for payment of the Bonds and interest thereon from the revenues derived by the Issuer under the Project Lease and other moneys as described in the Bond Agreement, all on the terms and conditions in the Bond Agreement.

Section 5. **Lease of the Project.** The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. **Authorization of Origination Fee Agreement.** At or prior to the issuance of the Series 2023 Bonds, the Issuer will enter into the Origination Fee Agreement with the Tenant providing for the payment to the Issuer of an origination fee upon the terms and subject to the conditions set forth in the agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2023 Bonds and deliver them to the Bank for authentication on behalf of the Issuer in the manner provided by the Act and in the Bond Agreement. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the

corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2023 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption; Payment in Lieu of Taxes.** The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2023 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals. The Issuer is authorized to enter into the Agreement for Payment in Lieu of Taxes in substantially the form presented for review prior to passage of this Ordinance.

Section 9. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2023 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2023 Bonds are paid or deemed to have been paid in accordance with the terms of the Bond Agreement.

Section 10. **Authority To Correct Errors and Omissions.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. **Further Authority; Continued Effectiveness of Resolution No. R-22-37.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2023 Bonds and the Bond Documents. By approval of this Ordinance by majority vote of the governing body, the effectiveness of Resolution No. R-22-37 is extended to December 31, 2024.

Section 12. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on December 19, 2023 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. ____ of the City of Bel Aire, Kansas duly passed by the governing body, signed by the Mayor and the signed original of the Ordinance is on file in my office; and that the Ordinance or a summary thereof was published in the official City newspaper on the respective dates stated in this Ordinance.

[SEAL]

City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON DECEMBER 19, 2023**

The Governing Body (the “Governing Body”) met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2023 (BEL AIRE SECURE STORAGE, LLC) FOR THE PURPOSE OF ACQUIRING, EQUIPPING AND CONSTRUCTING A STORAGE FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

Thereupon, Councilmember _____ moved that the Ordinance be passed. The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. ____, was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

(Other Proceedings)

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas held on the date stated therein, and that the official minutes of the proceedings are on file in my office.

[SEAL]

City Clerk

(Published in *The Ark Valley News* on December 21, 2023)

SUMMARY OF ORDINANCE NO. []

On December 19, 2023, the governing body of the City of Bel Aire, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2023 (BEL AIRE SECURE STORAGE, LLC) FOR THE PURPOSE OF ACQUIRING, EQUIPPING AND CONSTRUCTING A STORAGE FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

The Ordinance authorizes the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC) in the aggregate principal amount of \$3,945,737.61 (the “Series 2023 Bonds”), for the purpose of paying the costs of acquiring, equipping and constructing of a storage facility (the “Project”), as more fully described in the Bond Agreement, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas. In connection with the issuance of the Series 2023 Bonds, the Issuer approves a ten (10) year exemption from ad valorem property taxes for the Project, subject to payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 7651 E. Central Park Ave., Bel Aire, Kansas 67226. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.belaireks.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December 19, 2023.

City Attorney

GILMORE & BELL, P.C.
12/6/2023

BOND AGREEMENT

between

CITY OF BEL AIRE, KANSAS

and

**SECURITY BANK OF KANSAS CITY
KANSAS CITY, KANSAS**

and

**BEL AIRE SECURE STORAGE, LLC,
FORMERLY KNOWN AS BLOCK 49, LLC**

Dated as of December 28, 2023

**City of Bel Aire, Kansas
\$3,945,737.61
Taxable Industrial Revenue Bonds
Series 2023
(Bel Aire Secure Storage, LLC)**

BOND AGREEMENT

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BOND AGREEMENT

THIS BOND AGREEMENT, dated as of December 28, 2023, between the City of Bel Aire, Kansas, an incorporated city of the second class, duly organized under the laws of the State of Kansas (the “Issuer”), Security Bank of Kansas City, Kansas City, Kansas, a banking corporation or association organized under the laws of the United States of America or one of the states thereof (the “Bank”), having a commercial banking office in Kansas City, Kansas, as depository, fiscal agent and paying agent, and Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas limited liability company (the “Tenant”).

The Issuer, the Bank and the Tenant hereby agree as follows:

Section 1. Definitions. In addition to the words and terms defined elsewhere in this Bond Agreement, the Site Lease and the Project Lease, the following words and terms as used in this Bond Agreement shall have the following meanings, unless some other meaning is plainly intended:

“**Act**” means K.S.A. 12-1740 *et seq.*, as amended.

“**Assignment**” means the Assignment of Site Lease and Project Lease, dated as of the date hereof, from the Issuer to the Bank.

“**Authorized Tenant Representative**” means the person designated to act on behalf of the Tenant as provided in *Section 9* of this Bond Agreement.

“**Bank**” means Security Bank of Kansas City, Kansas City, Kansas, as fiscal agent and paying agent.

“**Bond Agreement**” means this Bond Agreement as from time to time amended and supplemented.

“**Bond Counsel**” means the firm of Gilmore & Bell, P.C. or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to Issuer and Tenant.

“**Bonds**” means the Issuer's Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC), in the aggregate principal amount of \$3,945,737.61 issued pursuant to this Bond Agreement.

“**Business Day**” shall mean a day on which the Bank is open for business at its commercial bank office in Kansas City, Kansas.

“**Change of Circumstances**” means the occurrence of any of the following events:

(a) title to, or the temporary use of, all or any substantial part of the Project shall be condemned by any authority exercising the power of eminent domain;

(b) title to such portion of the Real Property is found to be deficient or nonexistent to the extent that the Project is untenable or the efficient utilization of the Project by the Tenant is substantially impaired;

(c) substantially all of the Improvements are damaged or destroyed by fire or other casualty; or

(d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any

action instituted in any court, the Site Lease or Project Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon Issuer or Tenant.

“Completion Date” means the date the Project is completed, as certified in accordance with *Section 5.4* of the Project Lease.

“Costs of Issuance” means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, underwriting fees and expenses, underwriting discount, initial fees of the Bank, appraisal fees, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer's counsel, Bank counsel and counsel for the Tenant.

“Debt Service Fund” means the Debt Service Fund created by *Section 5* hereof.

“Event of Default” means, with respect to this Bond Agreement, an “Event of Default” as defined in *Section 7* hereof and, with respect to the Project Lease, an “Event of Default” as defined in *Section 1* thereto.

“Government Securities” means direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Improvements” means all real property improvements and personal property purchased in whole or in part with the proceeds of the Bonds and any additional Improvements as contemplated by *Article XII* of the Project Lease.

“Interest Payment Date” means any date on which any interest is payable on any Bonds.

“Issue Date” means the date on which the initial Bond certificates representing the Bonds are authenticated by the Bank and delivered in exchange for payment of their purchase price.

“Issuer” means the City of Bel Aire, Kansas, an incorporated city of the second class duly organized under the laws of the State of Kansas, and its successors and assigns.

“Net Proceeds” means the gross proceeds from the insurance (including, without limitation, title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Bank or any other Owner) incurred in the collection of the gross proceeds.

“Outstanding” means, as of a particular date, all Bonds issued, authenticated and delivered under this Bond Agreement, except:

- (a) Bonds canceled by the Bank or delivered to the Bank as fiscal agent and paying agent for cancellation pursuant to this Bond Agreement;
- (b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust and irrevocably pledged to the payment or redemption; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Bond Agreement.

“Owner” means the registered owner of any Bond as shown on the registration books of the Bank maintained as provided in this Bond Agreement.

“Permitted Encumbrances” means Permitted Encumbrances as defined in the Site Lease and Project Lease.

“Permitted Investments” means any of the following securities, which are permitted for investment of funds held by the Bank pursuant to this Bond Agreement:

- (a) Government Securities;
- (b) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;
- (c) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Bank and its affiliates), provided that the deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully insured by a guarantee deposit bond issued by an acceptable insurance carrier which carrier would include Kansas Bankers Surety of Topeka, Kansas, which shall have an insured amount (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Bank, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Bank an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Bank shall be entitled to rely on each such undertaking;
- (d) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Bank) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (a) or (b) above, and
- (e) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (a), (b) or (c) above or repurchase agreement related thereto.

“Project” means the Project described in *Schedule I* to the Project Lease and any additions, modifications, improvements, replacements, repairs, renewals, reconstruction or restoration thereof, therefor or thereto made pursuant to *Section 11.1 or 12.1* of the Project Lease.

“Project Costs” means (a) all costs and expenses incurred in or necessary or incident to the purchase, construction and installation of the Improvements; (b) expenses incurred by the Tenant for preliminary plans, surveys, soil borings and other items necessary to the commencement of construction; and (c) the cost of the title evidence required by *Section 6.3* of the Project Lease.

“Project Fund” means the Project Fund created by *Section 5* hereof.

“**Project Lease**” means the Project Lease, dated as of December 28, 2023, between the Issuer and the Tenant, as from time to time amended or supplemented.

“**Series 2023 Bonds**” means the Issuer's Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC), in the aggregate principal amount of \$3,945,737.61.

“**Site Lease**” means the Site Lease, dated as of December 28, 2023, between the Tenant and the Issuer, as from time to time amended or supplemented, creating a leasehold interest of the Issuer.

“**Tenant**” means Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas, and its successors or assigns and any surviving, resulting or succeeding business entity, as provided in *Sections 9.2 and 9.4* of the Project Lease.

Section 2. Reserved.

Section 3. Owner’s Representations. The Owner represents that: (a) it is purchasing the Bonds solely for its own account for investment purposes only, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of its property will remain at all times within its control); (b) it has had access to, and has examined to the extent it deems necessary (i) information concerning the Project and the Bonds, (ii) copies of the Ordinance, this Bond Agreement, the Site Lease, and the Project Lease relating to the authorization of and security for payment of the Bonds, and (iii) financial statements and other data of the Tenant which it considers sufficient to enable it to form a decision concerning such purchase; (c) it has had all questions answered by appropriate officers and employees of the Tenant, and it has received all information necessary for it to evaluate the merits and risks of purchasing the Bonds; (d) it has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, to enable it to evaluate the risks involved in an investment in the Bonds, and it confirms that its investment in the Bonds constitutes an investment that is suitable for and consistent with its investment program and that it is able to bear the economic risk of an investment in the Bonds, including a complete loss of such investment; (e) it understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state and will be sold to it in reliance upon certain exemptions from registration and in reliance upon its representations and warranties set forth herein; and (f) it will only offer, sell, pledge, transfer or exchange any of the Bonds it purchases (i) in accordance with an available exemption from the registration requirements of *Section 4* of the 1933 Act, (ii) in accordance with any applicable state securities law and (iii) in accordance with the provisions of the Bonds and this Bond Agreement. The Owner acknowledges that (i) no CUSIP numbers will be obtained for the Bonds, (ii) no official statement or other similar offering document has been prepared in connection with the private placement of the Bonds, and (iii) the Bonds will not close through the Depository Trust Company or any similar repository and will not be in book entry form.

Section 4. The Bonds. The Bonds are described as follows:

(a) *Principal Amount; Purchase Price; Form of Bonds; Source of Repayments.* The Bonds shall be issued by the Issuer in an aggregate principal amount of \$[] and shall be purchased by the initial purchaser of the Bonds at their par principal amount for the purpose of providing funds to pay, or reimburse the Tenant for payment of, Project Costs. They shall be in substantially the form attached hereto as *Exhibit A*.

The Bonds shall be payable as set forth in *Exhibit A* and shall be dated, bear interest, and be subject to redemption and transfer as set forth in such form. All of the terms and provisions of the Bonds as set forth in *Exhibit A* are incorporated into this Bond Agreement by reference. The Bonds and the interest and redemption premium, if any, thereon will not be a general obligation of the Issuer, but shall be payable solely out of the revenues derived by the Issuer pursuant to the Project Lease (except to the extent payable from proceeds of sale or re-letting of the Project). Payment of principal, redemption premium, if any, and interest on the Bonds is secured by a pledge of the Project and the net rentals therefrom pursuant to the Ordinance.

(b) *Execution and Authentication of Bonds.* . The Bonds shall be executed as specified in *Exhibit A*. If any officer of the Issuer whose signature appears on the Bonds shall cease to be such officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery. The Bonds may be executed by such persons as shall be the proper officers to sign the Bonds at the actual time of execution of the Bonds although at the date of such Bonds such person may not have been such officer. The Bonds shall have endorsed thereon a Certificate of Authentication, which shall be manually executed by the Bank as fiscal agent and paying agent for the Issuer upon the initial delivery of the certificate. No Bonds shall be entitled to any security or benefit under this Bond Agreement or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed when signed by any authorized officer or employee of the Bank.

(c) *Appointment of Fiscal Agent and Paying Agent; Transfer of Bonds; Annual Report to Issuer.* The Bank is hereby appointed by the Issuer as the Issuer's fiscal agent and paying agent. Ownership of the Bonds may be transferred as set forth in the form of the Bonds attached hereto as *Exhibit A*. If ownership of any Bonds is transferred, the assigned Bond certificates shall be reissued to the transferee by the Bank as fiscal agent and paying agent for the Issuer, and shall be authenticated as of the payment date immediately preceding the effective date of the transfer. The Bank shall, upon request, report to the Issuer the principal balance outstanding on the Bonds as of the preceding December 31, and the amount of principal and interest paid on the Bonds during that year, in order to enable the Issuer to timely report such information to the State of Kansas as required by law.

(d) *Negative Covenant Regarding Issuance of Additional Bonds.* The Issuer will not issue any other obligations payable out of the revenues derived by the Issuer pursuant to the Project Lease or secured by an assignment, security interest in or other lien upon any of the rights of the Issuer in the Project and under the Site Lease and Project Lease without the written consent of all Owners.

(e) *Security for Bonds.* The Issuer has by Ordinance pledged the Project and the net rentals generated by the Issuer under the Project Lease as security for payment of the principal of, redemption premium, if any, and interest on the Bonds.

(f) *Provision for Payment of Bonds.* Bonds shall be deemed to be paid when payment of the principal, redemption premium, if any, and interest to the due date thereof (whether by reason of maturity or earlier redemption, or otherwise), either (i) has actually been made in accordance with the terms thereof, or (ii) has been provided for by depositing with a bank or trust company, including the Bank, if eligible, in trust and irrevocably set aside exclusively for such payment (i) cash sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payments when due. Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be

cancelled without actual payment. At such time as a Bond shall be deemed to be paid as provided in this paragraph, it shall no longer be secured by the pledge of the Project or the revenues generated under the Project Lease or entitled to benefit from this Bond Agreement, except for the purpose of receiving payment from such moneys or Government Securities.

Section 5. Project Fund, Debt Service Fund and Other Funds. The following funds and accounts shall be established:

(a) *Project Fund.* There is hereby established with the Bank a separate special fund designated “City of Bel Aire, Kansas Project Fund (Bel Aire Secure Storage, LLC),” which shall be held, invested and disbursed by the Bank as hereinafter provided in this Section and *Article V* of the Project Lease. All moneys that will remain on deposit in the Project Fund for over 10 days shall be invested in Permitted Investments as directed in writing by the Tenant (or in the absence of Tenant's written direction, in Permitted Investments described in paragraph (c) of the definition). The proceeds of the Bonds and any investment earnings accruing thereof shall be deposited in the Project Fund. The Bank shall disburse moneys in the Project Fund to pay Project Costs in accordance with the provisions of *Article V* of the Project Lease. If any moneys remain in the Project Fund thirty (30) days after the Issue Date, they shall be deposited in the Debt Service Fund and used as provided in Section 5(b) below.

(b) *Debt Service Fund.* There is also hereby established with the Bank a separate special fund designated “City of Bel Aire, Kansas Debt Service Fund (Bel Aire Secure Storage, LLC),” which shall be held, invested in Permitted Investments and disbursed by the Bank as hereinafter provided in this Section and in *Section 3.1* of the Project Lease. All payments of Basic Rent received by the Bank shall be deposited in the Debt Service Fund. On each date on which interest or principal is payable on the Bonds as provided therein, the Bank shall withdraw moneys from the Debt Service Fund sufficient to make such payments on the Bonds, and shall transmit such moneys by check or draft mailed to each Owner at the address as shown on the Bank's records. All moneys on deposit or to be deposited in the Debt Service Fund from time to time shall be deemed pledged exclusively to payment of principal and interest on the Bonds, and the Issuer hereby grants to all Owners a security interest in the Debt Service Fund and the moneys on deposit or to be deposited therein from time to time to secure payment of the Bonds. If, after the Bonds have been fully paid and discharged, moneys remain on deposit in the Debt Service Fund, such moneys shall be returned to the Tenant.

(c) *Additional Special Funds.* Any Net Proceeds of insurance, condemnation awards or other moneys paid to the Bank under this Agreement or the Project Lease shall be deposited in one or more special funds held by the Bank and applied, with accrued interest, to the purposes specified in the Project Lease for which such moneys were deposited. The Bank agrees to pay to the Issuer, upon receipt, any Additional Rent due to the Issuer under the Project Lease, but that is inadvertently paid to the Bank under this Section.

(d) *Investment Fees and Expenses.* The Bank may charge the Tenant, the Debt Service Fund, the Project Fund, or any other special fund from which an investment is made, for any fees and expenses incurred in making such investment and the Bank may make any investment pursuant to this Section through its money management or short-term investment department.

(e) *Tenant as Sole Owner of the Bonds.* If the Tenant is the sole Owner of the Bonds, payments of Basic Rent made by the Tenant under the Project Lease which coincide with payments of principal of and interest on the Bonds may be entered by the Tenant directly on the books and records of the Tenant as Owner of the Bonds without being deposited in the Debt Service Fund. Such payments shall be credited against the Tenant's obligation to make payments of Basic Rent under the Project Lease and against the Issuer's obligation to make payments of principal of and interest on the Bonds. If the Bonds are at any time held by more than one Owner, then payments of Basic Rent shall be received and disbursed in accordance with the provisions of *subsection (b)* of this Section.

Section 6. The Bank. The Bank's duties as fiscal agent and paying agent shall be subject to the following provisions:

(a) *Limitations on Duty of Care.* The Bank is not under any duty to give the property held in the Debt Service Fund, the Project Fund or any special fund any greater degree of care than it gives its own similar property and is not liable or responsible for any action or omission to act by it under this Section except for its own negligence or willful misconduct.

(b) *Reliance.* The Bank may act in reliance upon any instrument or signature reasonably believed by it to be genuine and authorized.

(c) *No Representation.* The Bank makes no representation as to the validity, genuineness or collectability of any security held in the Debt Service Fund, the Project Fund or any other special fund.

(d) *Liability Limitation.* The Bank is not bound by any agreement or contract not signed by it, other than as assignee of the Issuer under the Site Lease and Project Lease. Its only duties or responsibilities as fiscal agent and paying agent are to deal with the Debt Service Fund, the Project Fund and any other special fund in accordance with this Bond Agreement.

(e) *Agents; Attorneys' Reliance.* The Bank may execute or perform any of its powers or duties either directly or through agents, attorneys or receivers and is not responsible for any misconduct or negligence on the part of any agent, attorney or receiver chosen by it with due care, and the Bank is entitled to act upon and may conclusively rely upon the opinion or advice of counsel, who may be counsel to the Issuer, the Tenant or the Bank, concerning all matters and duties related hereto, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as are employed in connection herewith. The Bank is not responsible for any loss or damage resulting from any action or nonaction taken or omitted to be taken in good faith reliance upon such opinion or advice of counsel.

(f) *Recitals, Filings, Investment Losses.* The Bank shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of authentication of the Bank as fiscal agent and paying agent endorsed on the Bonds), or for the recording, rerecording, filing or refiling of any security agreement or instrument in connection herewith, or for insuring the Project or collecting any insurance moneys, or for the validity of execution by any party of this Bond Agreement, any supplement or amendment hereto, any other instrument related hereto, or for the sufficiency of security for the Bonds. The Bank shall not be responsible for any loss suffered in connection with any investment of funds made in accordance with Section 5 hereof.

(g) *Bond Ownership; Use.* The Bank, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights which it would have if it were not serving as fiscal agent and paying agent hereunder.

(h) *Consents or Requests Binding on Future Owners.* Any action taken by the Bank upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner, shall be conclusive and binding upon all future Owners and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(i) *Proof of Certain Facts.* As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, or whenever in the administration of its functions hereunder or related hereto the Bank shall deem it advisable that a matter be proved or established prior to taking, suffering or omitting any action, the Bank shall be entitled to rely upon a certificate signed

by the Authorized Tenant Representative or a representative of the Issuer as sufficient evidence of the facts therein contained, and prior to the occurrence of an Event of Default of which the Bank has been notified as provided in *subsection (k)* of this *Section 6*, or of which by said subsection it is deemed to have notice, the Bank shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(j) *Further Liability Limitation.* The permissive right of the Bank to do things enumerated shall not be construed as a duty, and the Bank shall not be answerable for other than its negligence or willful misconduct.

(k) *Notice.* The Bank shall not be required to take notice or be deemed to have notice of any default or Event of Default except failure by the Tenant to timely deliver Basic Rent for deposit to the Debt Service Fund, unless the Bank shall be specifically notified in writing of such default or Event of Default by the Issuer or by the Owners of at least 25% of the aggregate principal amount of all Bonds Outstanding.

(l) *No Bond or Surety.* The Bank shall not be required to give any bond or surety with respect to the execution of its duties and powers or otherwise in respect to the Bonds or the Project.

(m) *Required Proof of Entitlement.* The Bank shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Bond Agreement or related instruments, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof deemed desirable by the Bank to establish the right to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Bank.

(n) *Indemnity Prior to Action.* Notwithstanding anything otherwise provided in this Bond Agreement or other instrument related hereto, before taking any action (other than the application of available moneys in the Debt Service Fund to payments on the Bonds) the Bank may require that satisfactory indemnity be provided to it for the reimbursement of all fees, costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, including, without limitation, liability in connection with environmental contamination and the cleanup thereof, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(o) *Bank Action Authorized.* Notwithstanding any other provision in this Bond Agreement or other instrument related hereto, the rights, privileges and immunities provided to the Bank by this *Section 6* and any other provision of this Bond Agreement or any related instrument intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification of the Bank shall be interpreted to include any action of the Bank whether it is deemed to be in its capacity as fiscal agent and paying agent or assignee of Issuer pursuant to the Assignment or other related capacity. The provisions of this *Section 6* shall be applicable to the Bank with respect to any function which it performs with respect to the Bonds.

(p) *Limitation on Directed Action.* The Bank may elect not to proceed in accordance with the directions of the Owners without incurring any liability to them if, in the opinion of the Bank, such direction would result in environmental or other liability to the Bank, in its individual capacity, for which the Bank has not received indemnity pursuant to this Section, and the Bank may rely conclusively upon an opinion of counsel in determining whether any action directed may result in such liability.

(q) *Environmental Hazards.* The Bank may inform the Owners of environmental hazards that the Bank has reason to believe exist, and the Bank has the right to take no further action with respect to the Project if the Bank, in its individual capacity, determines that any such action could materially and adversely subject the Bank to environmental or other liability for which the Bank has not received indemnity satisfactory to it.

(r) *Reasonable Fees and Expenses.* The Bank shall be entitled to payment of and/or reimbursement for reasonable fees and expenses for its ordinary services and all advances, agent and counsel fees and other ordinary expenses reasonably and necessary made or incurred by the Bank in connection with such ordinary services and, in the event that it should become necessary that the Bank perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith. Pursuant to Section 3.2 of the Project Lease, the Tenant has agreed to pay the reasonable fees, charges and expenses of the Bank. Upon the occurrence of an Event of Default and during its continuance, the Bank shall have a first lien, with right of payment prior to payment of principal or interest on the Bonds, upon all moneys in its possession under any of the provisions hereof for the foregoing reasonable fees, advances, costs and expenses incurred.

(s) *Resignation; Successor.* The Bank may resign from its duties as fiscal agent and paying agent hereunder, or under any other related instrument, upon giving 60 days' advance written notice to Issuer and Tenant. Such resignation shall become effective at the end of such 60 days or upon the earlier appointment of a successor by the Owners of a majority in principal amount of the Bonds outstanding; provided, however, that in the case of a vacancy, the Issuer may appoint a temporary successor to serve until a permanent successor shall be appointed by the Owners as above provided. If no successor shall have been appointed and have accepted such appointment within said 60-day period, the Bank or any Owner may petition any court of competent jurisdiction for the appointment of a successor. The Bank shall deliver assets held hereunder to the successor appointed and accepting such appointment pursuant to this subsection, and thereupon the obligations and duties of the Bank hereunder shall cease and terminate.

(t) *Bank's Enforcement Obligation.* Notwithstanding anything in this Bond Agreement to the contrary, the Bank, as assignee of the Issuer's interest under the Site Lease and Project Lease, in its name or in the name of the Issuer, shall enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Site Lease and Project Lease, whether or not the Issuer is in default under this Bond Agreement.

Section 7. Events of Default and Remedies.

(a) *Definition of Events of Default.* An "Event of Default" under this Bond Agreement shall mean any one or more of the following events:

(i) *Payment Default.* Default in the payment when due of any installment of principal or of any interest or premium on any Bond or default in any payment of any amount payable to the Bank under this Bond Agreement and expiration of any applicable right to cure;

(ii) *Non-Payment Default.* A breach or failure of performance by the Tenant or the Issuer of any provision of this Bond Agreement (other than as referred to in (i) above) that is not remedied within 30 days after the Tenant or the Issuer, as the case may be, has received written notice thereof from the Bank or any Owner;

(iii) *Breach of Material Representation or Warranty.* Any material representation or warranty of the Issuer or the Tenant contained herein, in the Site Lease, the Project Lease or in any

certificate or other instrument or document delivered hereunder or thereunder or in connection with the financing of the Project shall prove to have been false or incorrect or breached in any material respect on the date on which it is made;

(iv) *Project Lease Default.* The occurrence of an "Event of Default" under the Project Lease.

(b) *Default Remedies.* Upon the occurrence of an Event of Default under this Bond Agreement and upon written notice to the Issuer and the Tenant, the Bank may:

(i) *Acceleration of Maturity.* Declare the unpaid principal of any Bonds to be, and the same, together with the accrued interest thereon, shall forthwith become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived; provided that upon the occurrence of any Event of Default as mentioned in (c) or (d) of the definition of "Event of Default" in the Project Lease, the unpaid principal of the Bonds, together with the accrued interest thereon, shall forthwith become due and payable without any further act or action on the part of any Owner.

(ii) *Legal Action to Enforce Bonds, Site Lease and Project Lease.* As assignee of the Issuer's interests under the Site Lease and Project Lease, commence legal action against the Tenant to obtain (A) a judgment against the Tenant for all sums owing under the Project Lease; and/or (B) judgment against the Tenant for possession and sale of the Project, with the proceeds of any sale applied to pay the Bonds and interest and any other sums owing by the Tenant under the Project Lease, as provided in the Project Lease and this Bond Agreement.

(iii) *Recovery of Attorney Fees.* Recover attorney fees and related costs incurred in pursuing any remedies under the Bonds, this Bond Agreement, the Site Lease, the Project Lease, any document creating a pledge or security agreement securing the Tenant's obligations, or available at law, in equity or by statute.

(iv) *Exercise of Remedies Under the Project Lease.* As assignee of the Issuer's interests under the Project Lease, undertake any of the remedies on default specified in *Article XX* of the Project Lease. Any net proceeds of any action under this Section shall be applied as provided in the Project Lease and this Bond Agreement.

(c) *Action by and Owner.* Any Owner may also pursue any other remedy available to it at law or in equity or by statute or contemplated by the Bonds, this Bond Agreement, the Site Lease, the Project Lease or the Assignment.

(d) *Remedies Cumulative.* No such remedy is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity or by statute.

(e) *Waivers of Default.* No delay or omission to exercise any right or power accruing upon any Event of Default under this Bond Agreement shall impair any such right or power or be a waiver thereof or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. The Owners may waive any Event of Default under this Bond Agreement and the breach of any requirement contained in this Bond Agreement or the Bonds, but such waiver must be in writing. Any such waiver shall be limited to such particular Event of Default or breach.

Section 8. Notices.

Except as otherwise expressly provided herein, all notices, certificates or other communications hereunder or under the Site Lease, the Project Lease, or the Assignment shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

- (i) If to the Issuer: City of Bel Aire, Kansas
7651 E. Central Park Ave.
Bel Aire, Kansas 67226
Attention: City Clerk
- (ii) If to the Bank: Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
P.O. Box 171297
Kansas City, Kansas 66117
Attention: Commercial Loan Department
- (iii) If to the Tenant: Bel Aire Secure Storage, LLC
5228 N Hampton
Bel Aire, Kansas 67226
Attention: Manager

(iv) If to any Owner(s) other than the Bank or the Tenant, at its address as it appears on the records kept by the Bank as fiscal agent and paying agent for the Bonds.

The Bonds, this Bond Agreement, the Site Lease, the Project Lease, (except to the extent otherwise provided in the Project Lease), and the Assignment may not be amended or terminated unless such amendment is executed or consented to in writing by the Issuer, the Bank, the Tenant and Owners owning at least 51% of the principal amount of all Bonds Outstanding. It shall not be necessary to note any such amendment on any Bond unless the amendment is to the Bond itself.

Neither this Bond Agreement, the Site Lease, the Project Lease nor the Bond shall constitute, give rise to, nor impose a pecuniary liability upon, or a charge upon the general credit of, the Issuer. The Bonds shall not constitute an indebtedness of the Issuer for any constitutional or statutory purpose, and shall not be payable in any manner from taxation.

Section 9. Miscellaneous Provisions.

(a) *Severability.* The invalidity or unenforceability of any one or more of the provisions of this Bond Agreement shall not affect the validity or enforceability of the remaining provisions hereof.

(b) *Authorized Tenant Representative.* Except as otherwise specified, any action to be taken by the Tenant under this Bond Agreement, the Site Lease or the Project Lease may be taken by any person designated to act on behalf of the Tenant as Authorized Tenant Representative by a written certificate furnished to the Issuer and the Bank and signed by the Managing Member of the Tenant.

(c) *Execution and Counterparts.* This Bond Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(d) *Section Headings.* The table of contents and section headings in this Bond Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions hereof.

(e) *Governing Law.* This Bond Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

(f) *Binding Effect.* This Bond Agreement shall inure to the benefit of and shall be binding upon the parties hereto and any subsequent Owners and their respective successors and assigns.

(g) *Electronic Storage.* The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Bond Agreement to be duly executed by their duly authorized officials or officers.

CITY OF BEL AIRE, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

BEL AIRE SECURE STORAGE, LLC

By: _____
Name: Andrew Reese
Title: Manager

**SECURITY BANK OF KANSAS CITY,
Kansas City, Kansas**

By: _____
Name: Shawn Hoebener
Title: Vice President

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 2833 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE BANK, AS FISCAL AGENT AND PAYING AGENT, SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (i) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE BANK PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT AND THE BANK, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 2833 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (ii) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 2833 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (i) AND (ii), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE BANK, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE BOND AGREEMENT.

No. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF KANSAS

CITY OF BEL AIRE, KANSAS

TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2023
(BEL AIRE SECURE STORAGE, LLC)

The City of Bel Aire, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, _____, the registered Owner hereof, or registered assigns (an "Owner"), the principal sum of

_____ DOLLARS

plus, interest on the unpaid balance hereof accruing from the Issue Date until paid, in lawful money of the United States of America, at the rates and payable as follows:

- (a) From the Issue Date of this Bond to the Final Maturity Date (herein defined), interest shall be paid in arrears at the Fixed Rate (herein defined), commencing on the First Payment Date and continuing on each Payment Date thereafter until the Final Maturity Date.
- (b) One final payment in the amount of the entire unpaid principal balance hereunder (including all accrued and unpaid interest) shall be paid on the Final Maturity Date.

A "Business Day" shall mean a day on which the Bank is open for business at its commercial bank office in Kansas City, Kansas.

The "Final Maturity Date" shall be December 28, 2033.

The "First Payment Date" shall be December 28, 2024.

The “Fixed Rate” shall mean ___% per annum, computed on the basis of 30 days per month for 360 days per year.

The “Issue Date” shall mean the date endorsed by the fiscal agent and paying agent on the Certificate of Authentication on this Bond.

The “Payment Date” shall be each December 28.

Payments of principal of and redemption premium, if any, and interest on this Bond shall be made in immediately available funds no later than 11:00 A.M., Central time, on the Payment Date, at Security Bank of Kansas City (the “Bank”) at its commercial banking office in Kansas City, Kansas or such other place as the Bank may from time to time designate in writing, in lawful money of the United States of America. If the principal of or interest on this Bond falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding full Business Day. If payment is made by check, the check must be delivered to the Bank at least 3 Business Days prior to the Payment Date.

If there is a default in the payment of any item or installment when due, the item or installment so in default shall continue as an obligation hereunder until the same shall be fully paid, and such item or installment shall be payable upon demand with interest thereon.

This Bond is issued pursuant to an Ordinance of the governing body of the Issuer and a Bond Agreement dated as of the Issue Date of this Bond (the “Bond Agreement”), between the Issuer, the Bank, and Bel Aire Secure Storage, LLC (the “Tenant”), for the purpose of providing funds for acquiring, equipping and constructing of a storage facility located in the City of Bel Aire, Kansas (the “Project”), to be leased to the Tenant pursuant to the Project Lease, dated as of the Issue Date of this Bond (the “Project Lease”), between the Issuer and the Tenant by the authority of and in conformity with the constitution and statutes of the state of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and all other laws of the state applicable thereto.

This Bond and the interest and redemption premium, if any, hereon are payable solely out of the revenues derived by the Issuer from the Project and pursuant to the Project Lease. This Bond and the interest and redemption premium, if any, hereon do not constitute a debt of the Issuer, or of the State of Kansas, and neither the Issuer nor the state shall be liable thereon, and this Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. To secure the payment of the principal of and redemption premium, if any, and interest on this Bond, the Issuer has assigned to the Bank substantially all its rights under the Project Lease pursuant to an Assignment of Site Lease and Project Lease, dated as of the Issue Date of this Bond (the “Assignment”). Reference is hereby made to the Bond Agreement, the Site Lease, the Project Lease, and the Assignment, for a further description of the Project, the rights, duties and obligations of the Issuer, the Tenant, the Bank and any other Owners, the security for this Bond and such obligations hereunder.

In the event of a Change of Circumstances (as defined in the Bond Agreement), this Bond shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

This Bond is also subject to redemption in whole or in part, in even multiples of \$100 by the Issuer, at the option of and upon instructions from the Tenant to the Issuer, on any date, at the par value of the principal amount thereof, without premium, plus interest accrued to the date of redemption.

This Bond shall be redeemed in part, in order to exhaust any money that may remain in the Project Fund after the Completion Date and after payment in full of all Project Costs (as the terms are defined in the Bond Agreement) as soon as practicable after such Completion Date at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

This Bond shall be redeemed in part, in order to exhaust any Net Proceeds (as defined in the Project Lease) of insurance or condemnation awards paid into the Debt Service Fund as soon as practicable after receipt at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Unless waived by the applicable Owner, notice of any call for redemption at the option of the Tenant shall be given by the Issuer or the Tenant on behalf of the Issuer to each Owner at its address as it appears on the records maintained by the Bank as fiscal agent and paying agent by first class mail, postage prepaid, mailed not less than ten (10) days prior to the redemption date.

All portions of this Bond so called for redemption will cease to bear interest on the specified redemption date, provided funds or securities in which such funds are invested for their redemption are on deposit with the paying agent on or prior to the redemption date, and shall no longer be entitled to the benefits and protection of the Bond Agreement and shall not be deemed to be outstanding.

If this Bond is redeemed in part, notice need not be delivered to the Bank or the Issuer to note such partial redemption, but the Owner shall note such partial redemption by endorsing the acknowledgment provided on this Bond. Any redemption in part of this Bond shall be applied to reduce the installments of principal hereof in inverse order of their maturity.

This Bond is issuable in the form of a fully registered Bond without coupons. This Bond shall be transferable by the Owner upon the surrender of the certificate or certificates representing this Bond for transfer or exchange at the offices of the Bank as fiscal agent and paying agent, accompanied, in the case of a transfer, by a written instrument of transfer executed by the Owner or its attorney-in-fact duly authorized in writing. Upon such surrender, the Bank shall cause the Issuer to execute and deliver in the name of the transferee a new registered Bond certificate or certificates in an aggregate principal amount equal to the unpaid principal amount hereof. The Issuer, the Bank and the Tenant may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner of the principal amount represented by this certificate for the purpose of receiving payment of, or on account of, the principal or interest due hereon and for all other purposes. Transfer of this Bond certificate is subject to further conditions and restrictions as further endorsed hereon.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of this Bond may be declared due and payable before the stated maturity hereof, together with interest accrued hereon. Modifications or alterations of this Bond may be made only to the extent and in the circumstances permitted by the Bond Agreement.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City

Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of the Issue Date of this Bond.

CITY OF BEL AIRE, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond certificate evidences ownership of the City of Bel Aire, Kansas Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC), as described herein and in the Bond Agreement described herein. The Issue Date of this Bond is December 28, 2023.

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas,
as fiscal agent and paying agent

By: _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bank for the registration and transfer of Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Owner]

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15) or any similar rule which the Bank deems applicable.

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

**ACKNOWLEDGMENT OF PARTIAL REDEMPTION
RECORD OF PAYMENTS**

Partial prepayments of the principal of this Bond may be made directly to the registered Owner hereof without surrender hereof to the Bank, and each registered Owner hereof may record such prepayment on the table set forth below. Accordingly, any purchaser or other transferee of this Bond should verify with the Bank the principal hereof outstanding prior to such purchase or transfer, and the records of the Bank shall be conclusive for such purposes.

Payment Date Amount Paid Signature Payment Date Amount Paid Signature

GILMORE & BELL, P.C.
12/06/2023

SITE LEASE

BY AND BETWEEN

BEL AIRE SECURE STORAGE, LLC, FORMERLY KNOWN AS BLOCK 49, LLC
As Lessor

AND

CITY OF BEL AIRE, KANSAS
As Issuer

DATED AS OF DECEMBER 28, 2023

SITE LEASE

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SITE LEASE

THIS SITE LEASE entered into as of December 28, 2023 between Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas limited liability company (the “Lessor”), and the City of Bel Aire, Kansas, a municipal corporation incorporated as a city of the second class under the laws of the State of Kansas (the “Issuer”);

WITNESSETH:

WHEREAS, Lessor has requested that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC) (the “Bonds”) under and pursuant to K.S.A. 12-1740 *et seq.*, as amended (the “Act”), for the purpose of financing the acquiring, equipping and constructing of a commercial storage facility (the “Improvements”), which Bonds shall be issued and secured under the provisions of an Ordinance duly enacted by the Issuer and a Bond Agreement dated as of December 28, 2023 (the “Bond Agreement”) entered into between the Issuer, the Lessor and Security Bank of Kansas City, as fiscal agent, paying agent and Bondowner (the “Bank”); and

WHEREAS, the Improvements are existing on a tract of land (the "Real Property") more specifically described in *Schedule I* attached hereto, which property is owned by the Lessor; and

WHEREAS, the Project, consisting of the leasehold under this Site Lease and the Improvements located on the Real Property shall be leased by the Issuer to the Lessor, as Tenant, under and pursuant to a Lease dated as of December 28, 2023 (the “Project Lease”); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer and the execution and delivery by the Issuer of the Project Lease, the Lessor is willing to lease the Real Property to provide the Issuer a leasehold interest in the Real Property; and

WHEREAS, the Lessor will not take any action to disturb, alter, avoid or set aside the leasehold interest of the Issuer created under this Site Lease as long as the Bonds are outstanding;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Lessor and the Issuer agree as follows:

ARTICLE I

Section 1.1. Representation and Covenants of Lessor. The Lessor makes the following representations and covenants:

(a) It is a Kansas limited liability company duly authorized and qualified to do business in the state of Kansas (the "State"), with lawful power and authority to enter into this Site Lease, acting by and through a designated signatory.

(b) It (1) shall maintain its authority to do business in the State, and (2) shall not initiate any proceedings to liquidate without providing written notice to the Issuer and Bank.

(c) To the knowledge of the Lessor, neither the execution nor delivery of this Site Lease, the consummation of the transactions contemplated hereby or by the Bond Agreement, nor the fulfillment of or compliance with the terms and conditions of this Site Lease contravenes any provisions of its articles of

organization and operating agreement, or conflicts with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which it is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a default (without regard to any required notice or the passage of any period of time) under any of the foregoing or would result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its property or assets under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which it is subject.

(d) This Site Lease constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

Section 1.2. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the second class under the constitution and laws of the State. Under the provisions of the Act, the Issuer has the power to enter into and perform the transactions contemplated by this Site Lease and the Project Lease and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against its interest in, the Real Property, except for the pledge of its leasehold interest in the Real Property under this Site Lease to the payment of the Bonds.

(c) Except as otherwise provided herein or in the Bond Agreement, it will not during the Site Lease Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against its interest in the Real Property, except for the pledge of the Project pursuant to the Bond Agreement.

(d) It has duly authorized the execution and delivery of this Site Lease in connection with the execution and delivery of the Project Lease.

ARTICLE II

Section 2.1. Grant of Leasehold. Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease, hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property for a term commencing as of the date of the delivery of this Site Lease and ending on December 28, 2033 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full) (the "Site Lease Term").

Section 2.2. Consideration. The issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease by the Issuer are the sole consideration to be received by the Lessor for the grant of this Site Lease. No cash rentals shall be payable hereunder.

Section 2.3. Impositions. Lessor, as Tenant under the Project Lease, shall bear, pay and discharge, before the delinquency thereof, any and all taxes and assessments, general and special, which may be lawfully levied or assessed against or in respect of the Real Property, or any part thereof, or any improvements at any time erected thereon, and all water and sewer charges, assessments (including special assessments) and other similar governmental charges whatsoever, foreseen or unforeseen, which if not paid

when due would encumber the fee simple title to the Real Property ("Impositions"). In the event any Impositions may be lawfully paid in installments, Lessor shall be required to pay only such installments thereof as become due and payable during the term of this Site Lease, as and when the same become due and payable.

Section 2.4. Contest of Impositions. Lessor, as Tenant under the Project Lease, shall have the right to contest the validity or amount of any Imposition by appropriate legal proceeding instituted before the Imposition complained of becomes delinquent, on the condition that Lessor or its sublessee shall give Issuer written notice of its intention to do so and shall diligently prosecute any such contest, effectively stay or prevent official or judicial sale therefor, under execution or otherwise, and shall promptly pay any final judgment in forcing the Imposition so contested and thereafter secure record release or satisfaction thereof.

Section 2.5. Assignment and Sublease. Issuer covenants that it will not, without Lessor's written consent, unless required by law, ordinance or the terms of the Project Lease or the Bond Agreement, sell, assign, sublease or otherwise part with or encumber its interest in the Real Property at any time during the Site Lease Term, except that Issuer may sublease the Real Property to the Lessor as a part of property leased by the Issuer pursuant to the Project Lease.

Section 2.6. Use of Real Property. Except as may be stated to the contrary in this Site Lease, Issuer shall have no right or authority with respect to the Real Property except to lease the Real Property pursuant to the Project Lease for use as provided therein. The parties will comply with all federal, state and local laws, regulations and requirements as to the manner of use or the condition of the Real Property, or of adjoining public ways, now or hereafter applicable to the Real Property, and Issuer shall comply with the mandatory requirements of all insurers under policies required to be carried under the provisions of the Project Lease.

Section 2.7. Covenant Against Other Assignments. Neither party to this Site Lease shall assign or in any manner transfer its interest under this Site Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth herein, and, to the extent applicable, the Bond Agreement and the Project Lease.

ARTICLE III

Section 3.1. Improvements. Issuer shall have the right, from the proceeds of the Bonds, to construct on the Real Property, or in the air space above the Real Property, such building improvements as the Issuer from time to time may deem necessary or advisable in accordance with and subject to the provisions of the Project Lease.

Section 3.2. Mechanic's Liens. Neither party to the Site Lease shall permit or suffer anything to be done whereby the Real Property, or any part thereof, may be encumbered by any mechanic's or other similar lien. If any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the same shall be dealt with as provided in the Project Lease. Notice is hereby given that except to the extent payable from the proceeds of the Bonds issued concurrently with the execution and delivery of the Project Lease, the Issuer does not authorize or consent to the furnishing of any labor or materials to the Real Property and it shall not be liable for them.

Section 3.3. Contest of Liens. In the event any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the Issuer or the Lessor may contest such lien in the manner and as provided in the Project Lease.

ARTICLE IV

Section 4.1. Indemnity. The Lessor shall indemnify the Issuer from any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, to property or persons occurring or allegedly occurring in, on or about the Project during the term hereof; provided, however, that the indemnity described in this section shall be subject in all respects to the provisions of the Project Lease.

Section 4.2. Access to Real Property. The Issuer, for itself and its duly authorized representatives and agents, including the Tenant under the Project Lease and the Bank under the Bond Agreement, shall have the right to enter the Real Property at any reasonable time throughout the term of this Site Lease for the purposes of performing any work made necessary by reason of any Event of Default under the Project Lease, and, while an Event of Default (as defined therein) is continuing under the Project Lease, for the purpose of exhibiting the Real Property and the improvements constructed thereon to prospective purchasers, lessees or mortgagees.

ARTICLE V

Section 5.1. Non-Disturbance of Leasehold Interest. Lessor and the Issuer each covenant and agree with one another, that as long as the Issuer, its sublessee, their successors or assigns, shall continue to perform all obligations provided for in this Site Lease, including the discharge of all obligations and covenants hereunder, the Issuer, its assignee or sublessee shall have a leasehold interest in the Real Property, notwithstanding the occurrence of any Event of Default under the Project Lease until this Site Lease is terminated according to its terms.

Section 5.2. Release of Leasehold Interest. Upon cancellation or termination of this Site Lease, the Issuer shall release its leasehold interest in the Real Property to Lessor as provided in the Project Lease.

Section 5.3. Notices. All notices required to be given hereunder shall be given to the notice representative designated for each of the parties in the Project Lease. To be effective, notices required or desired to be given hereunder shall be given in the manner provided in the Project Lease.

Section 5.4. Rights and Remedies. The rights and remedies reserved by the parties hereto, their successors and assigns and those provided by law shall be construed as cumulative and continuing rights and remedies.

Section 5.5. Waiver. No waiver of any breach of any covenant or agreement contained in this Site Lease shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in the event of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any performance without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any other default.

ARTICLE VI

Section 6.1. Purpose of Site Lease. The parties acknowledge and agree that this Site Lease is executed and delivered concurrently with the execution and delivery of the Project Lease and the other documents and agreements executed in connection therewith and as a condition precedent thereto, and that the Bank and the owners of the Bonds shall be deemed to be third party beneficiaries.

Section 6.2. Limitation of Liability. The liability of Issuer under this Site Lease for any payments to be made to or for the account of Lessor is specifically limited, such that the Issuer shall have no liability beyond the value of the Real Property, the Project, or the rentals and receipts to be received by the Issuer under the Project Lease.

Section 6.3. Amendments. This Site Lease may be amended or modified in the manner prescribed in the Project Lease with respect to amendments thereto.

ARTICLE VII

Section 7.1. Construction and Enforcement. This Site Lease shall be construed and enforced in accordance with the laws of the State of Kansas. The provisions of this Site Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Project Lease. Words and terms used herein shall have the meanings set forth in the Project Lease if not expressly defined in this Site Lease.

Section 7.2. Partial Invalidity. If for any reason any provision hereof shall be termed to be invalid or unenforceable, such partial invalidity shall not affect the remainder of the provisions hereof.

Section 7.3. Binding Effect. The covenants, agreements and conditions herein shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

Section 7.4. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Site Lease or as affecting the true meanings of the provisions hereof.

Section 7.5. Execution of Counterparts; Electronic Transactions. This Site Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

BEL AIRE SECURE STORAGE, LLC

By: _____
Name: Andrew Reese
Title: Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the ____ day of December, 2023, by Andrew Reese, Manager of Bel Aire Secure Storage, LLC, a Kansas limited liability company.

[SEAL]

Notary Public

My Appointment Expires:

“LESSOR”

CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage
Mayor

(SEAL)

ATTEST:

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2023 by Jim Benage, Mayor of the City of Bel Aire, Kansas.

Notary Public

Typed Name of Notary Public

(SEAL)

My Appointment Expires:

“ISSUER”

SCHEDULE I

SCHEDULE I TO THE SITE LEASE DATED AS OF DECEMBER 28, 2023,
BETWEEN BEL AIRE SECURE STORAGE, LLC, FORMERLY KNOWN AS
BLOCK 49, LLC AND THE CITY OF BEL AIRE, KANSAS

PROPERTY SUBJECT TO LEASE

(A) The following described real estate located in Sedgwick County, Kansas, to wit:

Lot 1, Block 1, Skyview at Block 49 Addition to the City of Bel Aire, Kansas

the real property constituting the “Real Property” as referred to in the Site Lease, subject to Permitted Encumbrances.

GILMORE & BELL, P.C.
11/28/2023

CITY OF BEL AIRE, KANSAS

AS ISSUER

AND

BEL AIRE SECURE STORAGE, LLC, FORMERLY KNOWN AS BLOCK 49, LLC

AS TENANT

PROJECT LEASE

DATED AS OF DECEMBER 28, 2023

\$3,945,737.61
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2023
(BEL AIRE SECURE STORAGE, LLC)

PROJECT LEASE

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PROJECT LEASE

THIS PROJECT LEASE, made and entered into as of December 28, 2023 between the City of Bel Aire, Kansas (the “Issuer”), and Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas limited liability company (the “Tenant”).

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Project Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.* (the “Act”), and in order to provide for the economic development and welfare of the Issuer and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

- (a) Lease the Real Property from the Tenant pursuant to the Site Lease and acquire the Improvements;
- (b) Lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth; and
- (c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Bond Agreement, the Bond Agreement being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

WHEREAS, the Tenant, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions.

Capitalized terms not otherwise defined in this Project Lease shall have the meanings set forth in the Bond Agreement. In addition to the words, terms and phrases defined in the Bond Agreement, the Site Lease and elsewhere in this Project Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

“Additional Rent” means all fees, charges, costs and expenses of the Bank or the Issuer (including reasonable attorneys' fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Bond Agreement or which the Tenant has agreed to pay or assume under the provisions of this Project Lease and any and all expenses (including reasonable attorneys' fees) incurred by the Issuer or the Bank in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project Lease or the Bond Agreement. The fees, charges, costs and expenses of the Bank shall include all costs incurred in connection with the issuance,

transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Project Lease, the Bond Agreement except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Bank in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Project Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Project Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Project Lease.

“Additional Term” shall mean that term commencing on the last day of the Basic Term and terminating five (5) years thereafter.

“Authorized Tenant Representative” means the Manager of the Tenant, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Bank, containing the specimen signature of such person and signed on behalf of the Tenant by its Manager. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.]

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Basic Rent” means the pro rata amount which, when added to Basic Rent Credits, will be sufficient to pay, on each Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Bank does not have on deposit in the Debt Service Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

“Basic Rent Credits” means all funds on deposit in the Debt Service Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

“Basic Rent Payment Date” means December 28, 2024 and each December 28 until the principal of, redemption premium, if any, and interest on all Outstanding Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Bond Agreement.

“Basic Term” means that term commencing as of the delivery of this Project Lease and ending on December 28, 2033, subject to prior termination as specified in this Project Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Agreement.

“Bond Agreement” means the Bond Agreement delivered concurrently with this Project Lease, as from time to time amended and supplemented by Supplemental Bond Agreements in accordance with the provisions of *Section 9* of the Bond Agreement.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.

“Completion Date” means the date on which the Improvements are certified as substantially completed in accordance with *Section 5.4* of this Project Lease.

“Default” means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

“Default Administration Costs” means the reasonable fees, charges, costs, advances and expenses of the Owner incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

“Environmental Assessment” means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Bank which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Bank.

“Environmental Law” means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Project Lease.

“Event of Bankruptcy” means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

“Event of Default” means any one of the following events:

(a) Failure of the Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of the Tenant to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Project Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer or the Bank has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Tenant has commenced such correction within the 30-day period and (ii) the Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant; or

(e) A default under the Site Lease on the part of the Tenant, as Lessor, which remains unremedied after any applicable grace period.

“Full Insurable Value” means full actual replacement cost less physical depreciation.

“Hazardous Substances” shall mean “hazardous substances” as defined in CERCLA.

“Impositions” means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Issuer's interest in the Project.

“Net Proceeds” means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Bank or any other Owner) incurred in the collection of such gross proceeds.

The term **“Notice Address”** shall mean:

(a) With respect to the Tenant:

Bel Aire Secure Storage, LLC
5228 N Hampton
Bel Aire, Kansas 67226
Attention: Manager

(b) With respect to the Issuer:

City of Bel Aire, Kansas
7651 E. Central Park Ave.
Bel Aire, Kansas 67226
Attention: City Clerk

(c) With respect to the Bank:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
P.O. Box 171297
Kansas City, Kansas 66117
Attention: Commercial Loan Department

“Original Proceeds” means all sale proceeds, including accrued interest, from the sale of the Bonds to the Bank and any investment earnings credited to the Project Fund prior to the Completion Date.

“Owner’s Title Evidence” means for purposes of *Section 6.2* of this Project Lease, either (i) an owner’s or lender's policy of title insurance insuring the Tenant's fee simple title in the Real Property or (ii) a certificate of title from a title insurance company evidencing Tenant's fee simple title in the Real Property.

“Permitted Encumbrances” means all easements and rights-of-way of record at the time of lease of the Real Property to the Issuer, and any mortgages, liens or other encumbrances or title exceptions referenced in the Owner’s Title Evidence.

“Project Lease” means this Project Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

“Real Property” means the real property (or interests therein) described in *Schedule I* hereto.

“SARA” means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

“State” means the State of Kansas.

“Term” means, collectively, the Basic Term and any Additional Term of this Project Lease.

Section 1.2. Representations and Covenants by the Tenant. The Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(a) The Tenant is a Kansas limited liability company, duly organized and existing under the laws of the state, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Project Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (1) maintain and preserve its existence and organization as a limited liability company and its authority to do business in the State and to operate the Project; and (2) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of and interest and redemption premium, if any, on the Bonds. If, at any time during the term of this Project Lease or the Bond Agreement, the Tenant changes its state of organization, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Bank, and thereafter promptly deliver to the Bank such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Bond Agreement, and such additional information or documentation regarding such change as the Bank may reasonably request.

(c) Neither the execution and/or delivery of this Project Lease, the consummation of the transactions contemplated hereby or by the Bond Agreement, nor the fulfillment of or compliance with the terms and conditions of this Project Lease contravenes in any material respect any provisions of its articles of organization or operating agreement, or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(d) This Project Lease constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

(e) The Tenant agrees to operate and will operate the Project, or cause the Project to be operated as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of the Project to the end of the Term.

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to construct the Improvements and to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Project Lease.

(g) The estimated total cost of the Improvements to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition of the Project, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(h) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Real Property which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project.

(i) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in strict compliance with applicable Environmental Laws.

(j) The proceeds of the Bonds are to be used (i) to acquire, construct, install, equip and furnish the Project, and (ii) to pay certain costs related to the issuance of the Bonds.

(k) Subject to the provisions of *Section 10.2*, all Improvements and machinery and equipment comprising the Project will be located and maintained entirely and exclusively on the Real Property to and until the principal of, redemption premium, if any, and interest on the Bonds have been satisfied in full.

Section 1.3. Representations and Covenants by the Issuer.

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the second class under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Project Lease and the Bond Agreement and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Project, except for this Project Lease, the assignment of this Project Lease to the Bank as the Issuer's fiscal and paying agent, any Permitted Encumbrances, any Impositions, and the pledge of the Project pursuant to the Ordinance and the Bond Agreement.

(c) Except as otherwise provided herein or in the Bond Agreement, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against, the Project, except Permitted Encumbrances, this Project Lease, any Impositions and the pledge of the Project pursuant to the Ordinance and the Bond Agreement.

(d) It has pledged the Project and the net rentals therefrom generated under this Project Lease to payment of the Bonds in the manner prescribed by the Act, and has duly authorized the execution and delivery of this Project Lease and the Bond Agreement and the issuance, sale and delivery of the Bonds.

(e) It has notified or obtained the consent to and/or approval of the issuance of the Bonds by each municipal corporation and political subdivision the notification, consent or approval of which is required by the provisions of the Act.

ARTICLE II

Section 2.1. Granting of Leasehold. The Issuer by these presents hereby rents, leases and lets the Project unto the Tenant and the Tenant hereby rents, leases and hires the Project for the Term from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

ARTICLE III

Section 3.1. Basic Rent. The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Bank, as assignee of the Issuer, for the account of the Issuer, for deposit in the Debt Service Fund, on each Basic Rent Payment Date. Basic Rent shall be payable by check or draft of the Tenant due at the principal office of the Bank on each Basic Rent Payment Date.

Notwithstanding the foregoing, if the Tenant is the sole Owner of the Bonds, payments of Basic Rent made by the Tenant under the Project Lease which coincide with payments of principal and interest on the Bonds may be entered on the books of the Tenant as Owner of the Bonds without being deposited in the Debt Service Fund and the Bank shall not be required to take notice, or be deemed to have notice, of any default in such payments. Such payments shall be credited against the Tenant's obligation to make payments of Basic Rent under the Project Lease and against the Issuer's obligation to make payments of principal and interest on the Bonds. If the Bonds are at any time held by more than one Owner, then payments of Basic Rent shall be received and disbursed in accordance with the provisions of subsection (a) of this Section.

Section 3.2. Additional Rent. Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Project Lease not already paid.

Section 3.3. Rent Payable Without Abatement or Setoff. The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Project Lease, and the Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Project Lease or which releases or purports to release the Tenant therefrom. Nothing in this Project Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Project Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Project Lease that the Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Project Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner.

Section 3.4. Prepayment of Basic Rent. The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant, to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Debt Service Fund to be applied to purchase of Bonds, or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption. Prepayments of Basic Rent which are not sufficient to redeem all Bonds Outstanding at the time of the prepayment will be applied to redeem the principal amounts of Bonds Outstanding in inverse order of maturity, unless otherwise directed by the Tenant.

Section 3.5. Deposit of Rent by the Bank. As assignee of the Issuer's rights hereunder, the Bank shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Project Lease and the Bond Agreement.

Section 3.6. Acquisition of Bonds. If the Tenant acquires any or all of the Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Bank for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced or terminated, as the case may be, in the same manner as provided for prepayments by the Tenant of Basic Rent. In no event, however, shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Bank shall not have on deposit in the Debt Service Fund, on the next succeeding Payment Date, available funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and according to the terms of the Bonds; except in the case when Tenant owns and surrenders for cancellation all of the Outstanding Bonds.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund. Except as otherwise provided below, any Original Proceeds shall be paid over to the Bank for the account of the Issuer and applied as set forth in *Section 5* of the Bond Agreement. Notwithstanding any statement set forth in this Project Lease or in the Bond Agreement to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then Tenant shall not be required to deposit any Original Proceeds with the Bank. In such an event, the Tenant shall certify to the Issuer and Bank that the Project has been completed and paid in full, whereupon the Issuer and Bank shall deliver the Bonds to the Tenant on the Issue Date.

ARTICLE V

Section 5.1. Acquisition of Interest in Real Property and Improvements. The Tenant shall prior to or concurrently with the issuance of the Bonds, execute and deliver the Site Lease under which the Tenant shall lease to the Issuer, subject to Permitted Encumbrances, the Real Property as described in *Schedule I*, and such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with delivery of the Site Lease make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Improvements, other than Permitted Encumbrances.

Section 5.2. Payment of Project Costs for Buildings and Improvements. The Issuer hereby agrees to pay or reimburse the Tenant for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Project Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable), as deposited in the Project Fund and hereby authorizes and directs the Bank to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Bank of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto which is incorporated herein by reference.

The sole obligation of the Issuer under this paragraph shall be to cause the Bank to make such disbursements upon receipt of such certificates and releases or waivers. The Bank may rely fully on any such certificates and shall not be required to make any investigation in connection therewith, except that the Bank shall investigate requests for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent fiduciary.

Section 5.3. Payment of Project Costs for Machinery and Equipment. The Issuer hereby agrees to pay for the purchase and acquisition of any machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Bank of a certificate signed by the Authorized Tenant Representative in the form provided by *Appendix A* hereto which is incorporated herein by reference.

The sole obligation of the Issuer under this Section shall be to cause the Bank to make such disbursements upon receipt of the certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Real Property. The Bank may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection

therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project. With respect to items of machinery and equipment constituting a part of the Improvements, the Tenant shall maintain a running master list of such machinery and equipment, and within 30 days after the Completion Date, the Tenant shall prepare an accurate detailed final list of machinery and equipment constituting a part of the Improvements (but not installed as fixtures therein or thereon), which list shall be filed with the Bank, and shall constitute a part of this Project Lease by reference. All machinery and equipment constituting a part of the Improvements shall be appropriately identified by separate schedule or other means acceptable to the Bank.

Section 5.4. Completion of Project. The Tenant warrants that the Project will be occupied and used by the Tenant for its lawful business purposes throughout the Term. The Tenant further certifies as follows:

- (a) The Improvements have been substantially completed in accordance with the plans and specifications prepared at the Tenant's direction.
- (b) The Improvements have been substantially completed in a good and workmanlike manner.
- (c) There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Real Property; all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic's, materialmen's or other statutory lien against the Real Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
- (d) All Improvements are located or installed upon the Real Property.
- (e) All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project.

Section 5.5. Machinery and Equipment Purchased by the Tenant. If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in the Project Fund pursuant to the terms of this Project Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

Section 5.6. Project Property of the Issuer. All Improvements, any Project Additions, anything under this Project Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Project Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the Issuer. Any Improvements which become a part of the real estate as fixtures shall remain separate from the Tenant's property unless and until purchased by the Tenant from the Issuer as provided in this Project Lease.

Section 5.7. Kansas Retailers' Sales Tax. The parties have entered into this Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Improvements. The Tenant covenants that the exemption certificate will be used only in connection with the

purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

ARTICLE VI

Section 6.1. Insurance Requirements. Tenant agrees to maintain the following policies of insurance in full force and effect:

(a) General accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Bank shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Bank, such insurance to be maintained throughout the Term of this Project Lease;

(b) Statutory workers' compensation insurance; and

(c) insurance on the Improvements against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof, which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Bank, such insurance to be maintained throughout the Term of this Project Lease.

Section 6.2. General Insurance Provisions.

(a) Within 30 days of renewal dates of expiring policies, certificates of the insurance provided for in this Article shall be delivered by the Tenant to the Bank. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Bank as additional insureds or mortgagees and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 30 days' written notice to the Issuer, the Tenant and the Bank and shall be payable to the Issuer, the Tenant and the Bank as their respective interests appear. The Issuer and the Tenant each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any payment of insurance proceeds to be made to the Bank, as long as such payment is required by this Project Lease to be made to the Bank. Any charges made by the Bank for its services in connection with insurance payments shall be paid by the Tenant.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company authorized under the laws of the State to assume the risks covered therein, except that the Tenant may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the Bank continuously during the term of this Project Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible or self-insured retention.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Tenant.

(f) Anything in this Project Lease to the contrary notwithstanding, the Tenant shall be liable to the Issuer and the Bank pursuant to the provisions of this Project Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Tenant, its agents, licensees, contractors, invitees or employees.

Section 6.3. Evidence of Title. The Tenant shall furnish Owner's Title Evidence in the form of a policy of owner's or lender's title insurance, insuring the Tenant's fee simple title to the Real Property, as of the Issue Date, subject to Permitted Encumbrances. Such evidence of title shall contain no exceptions, other than the title insurance company's standard printed exceptions, Permitted Encumbrances, and the encumbrance created by the Site Lease and this Project Lease. During the Term, the Issuer and the Tenant agree that any and all proceeds from a title insurance policy (a) if received before the completion of the building Improvements shall be paid into and become a part of the Project Fund, (b) if received thereafter but before the Bonds and interest thereon have been paid in full, shall be paid into and become a part of the Debt Service Fund, and (c) if received after the Bonds, redemption premium, if any, and interest thereon have been paid in full, shall be paid to the Tenant.

If the Tenant is the sole Owner, in lieu of providing Owner's Title Evidence as of the Issue Date, the Tenant may furnish evidence of the Tenant's fee simple title to the Real Property in the form of a copy of a policy of owner's title insurance, a copy of a loan policy of title insurance or a certificate of owner's title, evidencing the Tenant's fee simple title to the Real Property, subject to Permitted Encumbrances.

ARTICLE VII

Section 7.1. Impositions. The Tenant shall, during the Term of this Project Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Tenant shall be required to pay only such installments thereof as become due and payable during the Term of this Project Lease as and when the same become due and payable.

Section 7.2. Receipted Statements. Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Bank a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Contest of Impositions. The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Bank written notice of its intention to do so and, if requested in writing by the Issuer or the Bank, shall deposit with the Bank a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Bank, as their interests may appear, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures

record release or satisfaction thereof. The Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

Section 7.4. Ad Valorem Taxes. The parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed or purchased with the proceeds of the Bonds is eligible to receive exemption from *ad valorem* taxation for a period up to 10 calendar years after the calendar year in which the Bonds are issued, provided the Issuer has complied with notice, hearing and procedural requirements established by law, and proper application has been made; , and further provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*; and (c) for real estate on which the Project is located. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. Subject to the provisions of *Section 7.5* of this Project Lease, and to the provisions of the Agreement for Payment in Lieu of Taxes referred to therein, the Issuer will, at the Tenant's request, with information furnished by Tenant and the Bank, make all necessary filings regarding the application for *ad valorem* tax exemption for the full 10-year period in the calendar year following the calendar year in which the Bonds were issued, and will renew the application from time to time and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Board of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad valorem* tax exemption, the Issuer will cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorneys' fees must be paid by Tenant, either directly or as Additional Rent.

Section 7.5. Payment in Lieu of Taxes. The Tenant agrees to make payments in lieu of taxes on the Project for each year that the Project is exempt from *ad valorem* taxes and to pay as an Imposition hereunder taxes for any year in which the Project did not, or does not qualify, in accordance with the separate Agreement for Payment in Lieu of Taxes delivered concurrently with this Project Lease.

ARTICLE VIII

Section 8.1. Use of Project. Subject to the provisions of this Project Lease, the Tenant shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Tenant shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

Section 8.2. Environmental Provisions.

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Real Property or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Bond Agreement, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Bank and the Owner from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Real Property or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether or not caused by or within the control of the Tenant.

(c) If the Tenant receives any notice of (1) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Real Property or the Project or in connection with the Tenant's operations thereon or (2) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA"), and the Kansas Department of Health and Environment ("KDHE")) then the Tenant shall immediately notify the Issuer and the Bank in writing. With respect to any such notice that relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate the conditions cited in the notice, and shall diligently pursue such remediation at its expense to the satisfaction of the city authority.

(d) If the Tenant fails to initiate action to remediate as required in subsection (c) of this section, or otherwise fails to discharge its obligations under this *Section 8.2*, the Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Project Lease, to enter the Project or to take such actions as it may deem necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice asserting the existence on the Project of any Hazardous Substance or an Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Project Lease. All reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(e) If an Event of Default shall have occurred and is continuing which relates to environmental matters, at the request of the Issuer or the Bank, the Tenant shall periodically perform (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Issuer or the Bank, an Environmental Assessment, (each of which must be reasonably satisfactory to the Issuer and the Bank) of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. The audit and/or Environmental Assessment shall be conducted by an environmental consultant satisfactory to the Issuer and the Bank. Should the Tenant fail to perform any environmental audit or risk assessment within 30 days of the written request of the Issuer or the Bank, either shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Issuer or the Bank in the exercise of such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(f) The Tenant shall not install nor permit to be installed in the Project friable asbestos or any substance containing asbestos and deemed hazardous by Environmental Law applicable to the Project and respecting such material, and with respect to any such material currently present in the Project, shall promptly either (1) remove any material which such applicable regulations deem hazardous and require to be removed or (2) otherwise comply with such applicable Environmental Law, at the Tenant's expense. If the Tenant shall fail to so remove or otherwise comply, the Issuer may declare an Event of Default and/or do whatever is necessary to eliminate the substances from the Project or otherwise comply with the applicable Environmental Law or order, and the costs thereof shall be payable by the Tenant on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points. The Tenant shall defend, indemnify, and save the Issuer, the Bank and the Owner harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant, or incurred to comply with such regulations.

(g) The provisions of this *Section 8.2* shall survive the termination of this Project Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Real Property or the Project after the Project is no longer occupied by the Tenant.

ARTICLE IX

Section 9.1. Sublease by the Tenant. The Tenant may sublease the Project to a single party or entity, with the prior written consent of the Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Bank and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Project Lease.

Section 9.2. Assignment by the Tenant. The Tenant may assign, mortgage, sell or otherwise transfer its interest in this Project Lease only with the prior written consent of the Issuer. Collateral assignment by the Tenant of its leasehold interest in this Project Lease to the Bank for the benefit of the Owner is hereby acknowledged and approved by the Issuer. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Bank and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.3. Release of the Tenant. If, in connection with an assignment by the Tenant of its interest in this Project Lease, (a) the Issuer and the Owners of the Outstanding Bonds (including any Additional Bonds) shall file with the Bank their prior written consent to such assignment, and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds; then the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Covenant Against Other Assignments. The Tenant will not assign or in any manner transfer its interests under this Project Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this *Article IX*.

ARTICLE X

Section 10.1. Repairs and Maintenance. The Tenant covenants and agrees that it will, during the Term of this Project Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair (ordinary wear and tear excepted), including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order (ordinary wear and tear excepted).

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment. The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise).

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Tenant's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Tenant.

ARTICLE XI

Section 11.1. Alteration of Project. The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable, provided however, the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment and/or personal property of the Tenant, not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

ARTICLE XII

Section 12.1. Additional Improvements. The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Real Property or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the

Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, the additional buildings or improvements, (b) to keep and maintain the additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Real Property, in a good, workmanlike manner, or repair, replace or restore such of the additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Tenant pursuant to this Article which remain in place after the termination of this Project Lease for any cause other than the purchase of the Project pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations. The Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease.

Section 13.2. Mechanic's Liens. The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens. The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within the 30-day period stated above it (a) notifies the Issuer and the Bank in writing of its intention so to do, and if requested by the Bank or the Issuer, deposits with the Bank a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with the asserted lien and the contest thereof, (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities. All utilities and utility services used by the Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary for all operations on the Project.

ARTICLE XIV

Section 14.1. Indemnity. The Tenant agrees, whether or not the transactions contemplated by this Project Lease, the Site Lease, the Bonds or the Bond Agreement are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Bank as assignee of the Issuer's rights under this Project Lease, and the Owner and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Project Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating, maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents contractors, servants, employees or licensee in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Project Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Project Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonable satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement; but the failure to notify the Tenant as provided shall not relieve Tenant from any liability or duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

ARTICLE XV

Section 15.1. Access to Project. The Issuer, for itself and its duly authorized representatives and agents, including the Bank, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Project Lease, and (c) after an Event of Default, for the purpose of exhibiting the Project to prospective purchasers, lessees or mortgagees. The Issuer may, during the progress of the work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Basic Term. The Tenant shall have and is hereby given the right and option to extend the Basic Term of this Project Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days

prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Project Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of \$100.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Project. Subject to the provisions of this Article, the Tenant shall have the right and option to purchase the Issuer's interest in the Project at any time during or after the Term hereof. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Release Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Release Date unless all Defaults are cured upon payment of the purchase price specified in *Section 17.2*.

Section 17.2. Quality of Title and Purchase Price. If the notice of election to purchase is given, the Issuer shall assign and release all of its interests in the Project to the Tenant on the Release Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's instruments of release of the Project to the Tenant as hereinafter provided):

(i) The full amount which is required to provide the Issuer and the Bank with funds sufficient, in accordance with the provisions of the Bond Agreement, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses and premiums incident to the redemption and payment of the Bonds in full, plus

(ii) \$100.00.

In the event the Tenant owns all of the Outstanding Bonds, the Tenant may surrender the Bond to the Bank for cancelation in lieu of paying the full amount set forth in this Section.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Project Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Project Lease, becomes due and payable prior to the Release Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Release Date.

Section 17.3. Closing of Purchase. On the Release Date, the Issuer shall deliver to the Tenant its release of leases and/or other appropriate instruments of assignment or release, properly executed and releasing the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, and the Tenant shall pay the full purchase price for the Project as follows:

(a) the amount specified in clause (i) of *Section 17.2* shall be paid to the Bank for deposit in the Debt Service Fund to be used to pay or redeem Bonds and the interest thereon as provided in the Bond Agreement, and (b) the amount specified in clause (ii) of *Section 17.2* shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instruments of assignment or release to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the recording of the Issuer's instruments of assignment or release, and payment of the purchase price by the Tenant and legal defeasance or cancellation of the Bonds, this Project Lease will terminate, subject to the provisions of *Section 20.2* hereof.

Section 17.4. Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Release Date, this Project Lease shall be and remain in full force and effect according to its terms as if no notice of election under *Section 17.1* had been given. The Issuer and Tenant agree to use all commercially reasonable efforts to effect the assignment and release as soon as possible.

Section 17.5. Application of Condemnation Awards if the Tenant Purchases Project. The right of the Tenant to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Tenant shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of the purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer in connection with such condemnation, shall belong and be paid to the Tenant.

Section 17.6. Option to Purchase Unimproved Portions of Real Property. The Tenant shall have the option to purchase at any time and from time to time during the Term any vacant part or vacant parts of the unimproved Real Property constituting a part of the Project; provided, however, the Tenant shall furnish the Issuer and the Bank with a certificate of the Authorized Tenant Representative, dated not more than thirty (30) days prior to the date of the purchase and stating that, in the opinion of the Authorized Tenant Representative, (a) the portion of the Real Property with respect to which the option is exercised is not needed for the operation of the Project, (b) the purchase will not impair the usefulness or operating efficiency or materially impair the value of the Project and will not destroy or materially impair the means of ingress thereto and egress therefrom, and (c) the purchase will not materially adversely affect compliance of the remaining Real Property and any Improvements with applicable zoning laws or regulations. The Tenant shall exercise this option by giving the Issuer and the Bank written notice of the Tenant's election to exercise its option and specifying (i) the legal description of the portion of Real Property to be released, and (ii) a certificate signed by the chief executive or chief financial officer of the Tenant stating that no event has occurred and is continuing which, with notice or lapse of time or both, would constitute an Event of Default. The Tenant may not exercise this option if there has occurred and is continuing any event which, with notice or lapse of time or both, would constitute an Event of Default at the time the notice is given and may not purchase the Real Property unless all defaults are cured. The option includes the right to purchase a perpetual easement for right-of-way to and from the public roadway and the right to purchase such land as is necessary to assure that there will always be access between the portion of the Real Property purchased pursuant to these *Sections 17.6* through *17.10* and the public roadway.

Section 17.7. Quality of Title - Purchase Price. If the notice of election to purchase is given as provided in *Section 17.6* the Issuer shall release its interest in the real property described in the Tenant's notice to the Tenant on the specified date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the

Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the real property described in the Tenant's notice.

Section 17.8. Closing of Purchase. The Issuer shall deliver to the Tenant its release of leases and other appropriate instruments of assignment or release, properly executed and releasing such real property to the Tenant free and clear of all liens and encumbrances except as stated above, and the Tenant shall pay the Bank the purchase price for such real property, and the Bank will deposit the purchase price in the Debt Service Fund and use the proceeds to redeem Bonds on any date the Bonds are subject to optional redemption, as provided in the Bond Agreement. Nothing herein shall require the Issuer to deliver its release of leases to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied.

Section 17.9. Effect of Release on Lease. The exercise by the Tenant of the option granted under these Sections 17.6 to 17.10 and the purchase and release of a portion of the Real Property constituting a part of the Project pursuant hereto shall in no way whatsoever affect this Project Lease, and all the terms and provisions shall remain in full force and effect, including, without limitation, the Tenant's obligations to pay all Basic Rent and Additional Rent.

Section 17.10. Effect of Failure to Complete Purchase. If, for any reason, the purchase by the Tenant of the portion of the real property described in the notice is not effected on the specified date, this Project Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

(a) If, during the Term, any Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Bank in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Bank and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Tenant.

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Project shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Project Lease nor of any other obligations of the Tenant under this Project Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain (other than the Issuer), the Tenant shall, within 30 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Bank in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire substitute land or construct substitute Improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Real Property or Improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings shall be paid to the Bank for the account of the Tenant and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition or construction shall be paid to Tenant.

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent nor of any other obligations hereunder payable by the Tenant under this Project Lease.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Tenant and the Bank.

Section 18.3. Effect of Tenant's Defaults. Anything in this Article to the contrary notwithstanding, the Issuer and the Bank shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Bank has given notice to the Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Bank shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Project Lease is terminated or the Issuer or the Bank otherwise re-enters and takes possession of the Project without terminating this Project Lease,

the Bank shall pay all the Net Proceeds held by it into the Debt Service Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances. If at any time during the Term, a Change of Circumstances occurs, then the Tenant shall have the option to purchase the Project pursuant to *Article XVII* or the option to terminate this Project Lease by giving the Issuer notice of such termination within 90 days after the Tenant has actual knowledge of the event giving rise to such option. The termination of this Project Lease will become effective when all of the Bonds Outstanding are paid, or payment is provided for in the manner described in *Section 3(f)* of the Bond Agreement.

ARTICLE XX

Section 20.1. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Bank (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Bond Agreement, the Bank acting on behalf of the Issuer may declare the aggregate amount of all unpaid Basic Rent or Additional Rent required to be paid by the Tenant to be immediately due and payable under this Project Lease.

(b) The Bank acting on behalf of the Issuer may give the Tenant written notice of intention to terminate this Project Lease on a date not earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date specified, the Tenant's rights to possession of the Project shall cease, and this Project Lease shall terminate. The Bank acting on behalf of the Issuer may re-enter and take possession of the Project and pursue all its available remedies, including sale of Issuer's interest in the Project and judgment against the Tenant for all Basic Rent and Additional Rent then owing, including costs and attorney fees.

(c) Without terminating this Project Lease, the Bank acting on behalf of the Issuer may conduct inspections or an Environmental Assessment of the Project. The Issuer or the Bank acting on behalf of the Issuer may refuse to re-enter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

(d) Without terminating the Term, the Bank acting on behalf of the Issuer may relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project shall be construed as an election to terminate this Project Lease, nor relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Project Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Project Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Bank acting on behalf of the Issuer may (subject, however, to any restrictions against termination of this Project Lease in the Bond Agreement), by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Project Lease, elect to terminate this Project Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Bank acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Debt Service Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Bank acting on behalf of the Issuer may recover from the Tenant any attorney fees or other expense incurred in exercising any of its remedies under this Project Lease.

Section 20.2. Survival of Obligations. The Tenant covenants and agrees with the Issuer, the Bank and any other Owner that until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof or cancellation in accordance with the Bond Agreement, its obligations under this Project Lease shall survive the cancellation and termination of this Project Lease for any cause and/or sale of the Project, and that the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Bank may receive from the Project after such termination) and perform all other obligations provided for in this Project Lease, all at the time or times provided in this Project Lease. Notwithstanding any provision of this Project Lease or the Bond Agreement, the Tenant's obligations under *Sections 8.2 and 14.1* hereof shall survive any termination, release or assignment of this Project Lease, the Bond Agreement and payment or provision for payment of the Bonds.

Section 20.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Project Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Agreement. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1. Performance of the Tenant's Obligations by the Issuer. If the Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Tenant's part for 90 days after

notice of such failure is given the Tenant by the Issuer or the Bank and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Possession. Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Project Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Bank, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 30 Business Days after the termination of this Project Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Project Lease and are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant, and which are not so removed from on or about the Project prior to or within 30 Business Days after such termination of this Project Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered mail to the Notice Address. All notices given by registered mail shall be deemed duly delivered three days after they are mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

Section 24.1. Triple-Net Lease. The parties hereto agree (a) that this Project Lease is intended to be a triple-net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Bank with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Bank with funds sufficient for the purposes aforesaid, the Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by the Bank After Payment of Bonds. If, after the principal of and interest on all Bonds and all costs incident to the payment of Bonds have been paid in full, the Bank

holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Project Lease and the Bond Agreement and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Project Lease, be the absolute property of and be paid over to the Tenant.

ARTICLE XXV

Section 25.1. Rights and Remedies. The rights and remedies reserved by the Issuer and the Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Project Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such Default which was in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. The Issuer Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Project Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. The Issuer May Not Release Interest without Tenant Consent. The Issuer covenants that unless an Event of Default under this Project Lease has occurred and is continuing, and the remaining Term of this Project Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, assign, release or encumber its leasehold interest in the Project at any time during the Term of this Project Lease.

Section 26.2. Quiet Enjoyment and Possession. The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

Section 26.3. Issuer's Obligations Limited. Except as otherwise expressly provided in this Project Lease, no recourse upon any obligation or agreement contained in this Project Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Bond Agreement, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Project Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner or the Bank as to the existence of any fact or state of affairs required to be noticed by the Issuer; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Bank or the Owner; and (c) that none of the provisions of this Project Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Project Lease to the contrary, any obligation the Issuer may incur under this Project Lease or under any instrument or document executed by the Issuer in connection with this Project Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under this Project Lease and shall not be, under any circumstances, a general obligation of the Issuer.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation. The Tenant shall be entitled to claim the full benefit of (1) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Tenant's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Tenant.

ARTICLE XXVIII

Section 28.1. Amendments. This Project Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Bank and by Owners of at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Bank and by Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the Issuer and the Tenant shall furnish the Bank and the Owner with a copy of the amendment, change or modification proposed to be made.

Section 28.2. Granting of Easements. If no Event of Default under this Project Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Tenant Representative requesting such instrument, and (iii) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Owner. Any consideration received by the Tenant for the grant or release must be paid to the Bank to be deposited in the Debt Service Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Owner and shall not be affected by any termination of this Project Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Project Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests.

(a) The Issuer and the Tenant agree to execute and deliver any instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. The Tenant hereby authorizes the Issuer to file or cause to be filed all such instruments required to be so filed and the Bank to continue or cause to be continued the filings or liens of such instruments for so long as the Bonds shall be Outstanding.

(b) The Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in its rights under this Project Lease to the Bank. The Issuer hereby authorizes the Bank to file financing statements or any other instruments necessary to perfect its security interest. The Bank is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Bank may enforce such rights and the Tenant will make payments required hereunder directly to the Bank.

Section 28.4. Construction and Enforcement. This Project Lease shall be construed and enforced in accordance with the laws of the State. Wherever in this Project Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Project Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Project Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Bond Agreement shall be deemed to refer to the numbers preceding each section.

Section 28.8. Execution of Counterparts; Electronic Transactions. This Project Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Project Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage
Mayor

(SEAL)

ATTEST:

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of December, 2023 by Jim Benage, Mayor of the City of Bel Aire, Kansas.

Notary Public

Typed Name of Notary Public

(SEAL)

My Appointment Expires:

IN WITNESS WHEREOF, the Tenant has caused this Project Lease to be signed by an authorized officer, as of the date first above written.

BEL AIRE SECURE STORAGE, LLC

By: _____
Name: Andrew Reese
Title: Manager

“TENANT”

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the ____ day of December, 2023, by Andrew Reese, Manager of Bel Aire Secure Storage, LLC, a Kansas limited liability company.

[SEAL]

Notary Public

My Appointment Expires:

APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

CITY OF BEL AIRE, KANSAS
Project Fund
(Bel Aire Secure Storage, LLC)
Payment Order No. _____

Security Bank of Kansas City
Kansas City, Kansas
Attn: Commercial Loan Department

I hereby certify that the amounts stated in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of the buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Real Property, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of December 28, 2023 by and between the City of Bel Aire, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as the term is defined in the Project Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of Section 6.1 of the Project Lease are in full force and effect.

I acknowledge that the Tenant, as Purchaser of the Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED _____, 20__.

Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

**PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name

Purpose or Nature of Payment

†

Initials

EXHIBIT B - Payment Order No. _____

**PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item.

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Description of Equipment</u>	<u>Amount</u>
	(include name of seller, manufacturer, descriptive name, capacity, serial number of model number, if available)	

Initials

SCHEDULE I

SCHEDULE I TO THE PROJECT LEASE, DATED AS OF DECEMBER 28, 2023, BY AND BETWEEN CITY OF BEL AIRE, KANSAS AND BEL AIRE SECURE STORAGE, LLC

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Sedgwick County, Kansas:

Lot 1, Block 1, Skyview at Block 49 Addition to the City of Bel Aire, Kansas

the real property constituting the “Real Property” as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds, including but not limited to a commercial storage facility.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Section 11.1* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Bond Agreement.

GILMORE & BELL, P.C.
11/27/2023

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Agreement, entered into as of December 28, 2023 between the City of Bel Aire, Kansas (the “Issuer”) and Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC (the “Tenant”);

WITNESSETH THAT:

1. **Tax Exemption; Payment in Lieu of Taxes.** In consideration of (i) the issuance by the Issuer of its Taxable Industrial Revenue Bonds, Series 2023 (Bel Aire Secure Storage, LLC), in the principal amount of \$3,945,737.61 (the “Bonds”) to finance acquiring, equipping and constructing of a commercial storage facility (the “Project”) to be leased by the Issuer to the Tenant, (ii) the Tenant's execution of the lease of the Project financed with the proceeds of the Bonds, (iii) the laws of the State of Kansas affording exemption from *ad valorem* property taxation for the portion of the Project acquired, purchased or constructed with the proceeds of the Bonds for a period commencing with the year after calendar year in which bonds are issued, and (iv) the agreement by the Issuer to apply for the exemption if the payments provided for herein are made, the Tenant agrees to make payments in lieu of *ad valorem* property taxes in the amounts specified herein, in the manner provided for herein.

2. **Amount of Payments; Place of Payment.** In lieu of general *ad valorem* property taxes on the Project for the ten (10) calendar years following the year in which the Bonds are issued, other than special assessments levied on account of special benefits, the Tenant shall pay by separate check to the Treasurer of Sedgwick County, Kansas, or other appropriate office as directed by the Issuer, on or before December 20 in each of the years, with the privilege of half payment as provided by law for general *ad valorem* taxes, a payment in lieu of taxes, the total amount of which is specified below, to be distributed as and for a part of the general *ad valorem* tax collections for all taxing subdivisions in which the Project is located. The total amount of the payments shall be determined as follows

Calendar Year	Payment in Lieu of Taxes
2024	0%
2025	10%
2026	20%
2027	30%
2028	40%
2029	50%
2030	60%
2031	70%
2032	80%
2033	90%

(expressed as a percentage of *ad valorem* tax otherwise payable in respect of the Project)

The amount of the payment in lieu of taxes will be determined in the same manner and according to the same statutory procedure as general *ad valorem* taxes, real and personal, as the case may be, are determined, using the valuations determined by the Sedgwick County Appraiser's office. The payments shall be distributed to all applicable taxing subdivisions in Sedgwick County as provided in K.S.A. 12-1742.

3. **Reduction of Payment for Actual Taxes Paid.** Except for the *ad valorem* taxes described in **Section 4** herein, the annual amount to be paid pursuant to **Section 2** herein shall be reduced (but not below zero) by any actual *ad valorem* tax payments paid in respect of the real property constituting a part of the Project by or on behalf of the Tenant for any given year.

4. **No Exemption for Special Assessments and Capital Outlay Levy.** All special assessments and the unified school district's capital outlay levy provided in K.S.A. 72-53,113 that is levied against the real property portion of the Project, if any, will not abate and will continue to be the obligation of the Tenant, payable in the manner provided by law.

5. **Failure to Make Payment in Lieu of Taxes.** Should the Tenant fail to make the payments required above, penalties and/or interest will be assessed against the Tenant by the Sedgwick County Treasurer in accordance with applicable state laws relating to late tax payments. If the Tenant fails to make a payment required by this Agreement and the failure shall continue for one year, this Agreement shall be deemed terminated effective as of December 20 in the year the payment was originally due, and Tenant agrees that from and after the termination date, it shall pay in full the regular amount of *ad valorem* real estate and personal property taxes on the property constituting the Project.

6. **Approval of Exemption.** This Agreement is conditioned on the issuance by the Board of Tax Appeals of the State of Kansas of an order exempting the bond-financed portion of the Project from *ad valorem* taxation in accordance with Kansas law, including particularly K.S.A. 79-201a *Twenty-Fourth*.

7. **Counterparts.** This Agreement may be executed simultaneously and several counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

8. **Transferability.** The benefits of this Agreement may be transferred to any assignee of the Project Lease made in accordance with the provisions of the Project Lease between the Issuer and the Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Agreement to be signed by a duly authorized official, the signature to be attested by a duly authorized officer and its official seal to be applied, and the Tenant has caused this Agreement to be signed on its behalf by a duly authorized officer, the signature attested by a duly authorized officer, and its corporate seal (if any) to be applied, as of the day and year first above written.

CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage, Mayor

[SEAL]

ATTEST:

Melissa Krehbiel, City Clerk

BEL AIRE SECURE STORAGE, LLC

By: _____
Name: Andrew Reese
Title: Manager

GILMORE & BELL, P.C.
11/27/2023

ORIGINATION FEE AGREEMENT

THIS ORIGINATION FEE AGREEMENT (the “**Fee Agreement**”) is made and entered into as of December 28, 2023, by and between BEL AIRE SECURE STORAGE, LLC, FORMERLY KNOWN AS BLOCK 49, LLC, a Kansas limited liability company (the “**Company**”); and the City of Bel Aire, Kansas, a municipal corporation, (the “**City**”).

WHEREAS, the City is empowered to issue industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.*, and to grant property tax exemptions under K.S.A. 79-201a *Second*, subject to satisfaction of the applicable conditions precedent under State law and City policies; and,

WHEREAS, the Company is engaged in the business of commercial storage facilities and desires to conduct that business within the City ; and,

WHEREAS, the Company has acquired necessary land (the “**Real Property**”) and constructed thereon a storage facility (the “**Project**”) for the primary purpose of conducting the Company’s business within the City; and,

WHEREAS, the Company has requested the City issue up to \$7,000,000 in taxable industrial revenue bonds (the “**Bonds**”) and grant a property tax abatement on the Project financed with the proceeds of the Bonds; and,

WHEREAS, in connection with the issuance of the Bonds, the Company has offered to pay the City an origination fee, subject to the conditions in this Fee Agreement; and

WHEREAS, the City desires to issue the Bonds and grant a property tax abatement, subject to the conditions in this Fee Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Fee Agreement, the parties agree as follows:

1. The City agrees to consider, in good faith, the Company’s request for the City to issue its taxable industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.*, in an amount of \$3,945,737.61 (the “**Bonds**”) for the purpose of making the proceeds thereof available for the benefit of the Company to pay the costs of acquiring the Project. The City further agrees to consider, in good faith, as a part of the issuance of the Bonds, the request of the Company for the exemption of *ad valorem* property taxes on the Project for a period of 10 years commencing with the calendar year following the year in which the Bonds are issued. The Company also will qualify for a Sales Tax Exemption Certificate for all Bond-financed personal property acquired for the Project. No exemption shall apply for any Real Property located within a tax increment financing (TIF) district. Any such exemption shall further be subject to both applicable law, the policies of the City, and the provisions of Section 2, hereinafter.

2. In the event the City grants the exemption set forth in Section 1, above, the City agrees to take all actions reasonably necessary, and the Company shall cooperate, to procure the approval by the Kansas Board of Tax Appeals (“**BOTA**”) of such exemptions. The parties acknowledge that said exemptions are subject to the submission of an appropriate application to, and the approval of such application by, BOTA. The Company acknowledges that, although the City will execute such

application and pursue with the Company such approval, the City makes no assurance that such approval will be given. The Company with the City will pursue such application to obtain an order from BOTA approving such application and granting such exemption. If the Company determines that it is necessary to appeal the order of BOTA to secure such exemption, the City shall cooperate with the Company, at the request and expense of the Company, in pursuance of such appeal. The continuation of such tax abatement (the "Abatement"), on an annual basis, shall be subject to the rules and procedures of BOTA and further subject to the Company's compliance with this Fee Agreement and with all applicable rules, regulations, statutes and ordinances.

3. On or before the date of closing on the issuance of the Bonds, the Company will pay an origination fee to the City in an amount equal to 1.00% of the aggregate principal amount of the Bonds (\$39,457.37). The City shall use the origination fee solely for local economic development activities, pursuant to K.S.A. 12-1742.

4. The City agrees that it shall make no requirement in the Bond documents for any additional or other origination fees than that set forth above (the foregoing not including, however, the costs of issuance or other fees, costs or expenses which are customarily the responsibility of the beneficiary of industrial revenue bond financing), and other than certain in-lieu-of-tax payments, as prescribed by K.S.A. 12-1742.

5. This Fee Agreement is contingent upon the successful and satisfactory completion of the negotiations of the terms of the Bond issue. In the event such negotiations are not successfully completed or the Bonds are not issued for any reason, then the parties shall be released from the provisions of this Fee Agreement.

6. All notices or communications herein required or which either party desires to give to the other shall be in writing and shall be sent by: certified or registered, return receipt requested, postage prepaid, mail; personal delivery; recognized commercial courier which maintains evidence of delivery; or confirmed electronic or facsimile transmission, and shall be deemed sufficiently given if mailed, delivered or transmitted to the respective party at the address noted for said party, as set forth hereinafter. Regardless of the actual time of receipt, all notices or communications sufficiently given are deemed given 3 days after the postmarked date if given through the mail, and on the day received if given by personal delivery, commercial courier, electronic transmission or facsimile transmission. The addresses are, as follows:

The Company: Bel Aire Secure Storage, LLC,
5219 N. Hampton
Bel Aire, Kansas 67226
Attn.: Manager

The City: City of Bel Aire, Kansas
7651 East Central Park Avenue
Bel Aire, Kansas 67226
Attn: City Clerk

7. This Fee Agreement may be modified, amended or supplemented only by a writing of equal dignity. The parties' legal counsel may, on behalf of their respective clients, execute any writing as aforesaid and such writing shall be deemed authorized and of the same force and effect as if executed by the respective party and may be relied upon by the other party.

8. No party shall delegate or assign this Fee Agreement or any rights or duties hereunder (including by the merger or consolidation of a party with any third person) without the prior, written consent of the other. This Fee Agreement shall be binding upon and shall inure to the benefit of the City and the Company and the respective successors and permitted assigns of each upon execution hereof by the City and the Company. This Fee Agreement creates no rights as a third-party beneficiary or otherwise in any person not a party.

9. This Fee Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

10. This Fee Agreement is entered into in the State of Kansas and shall be interpreted under the laws of that state.

IN WITNESS WHEREOF, the parties have executed this Fee Agreement as of the date set forth above.

CITY OF BEL AIRE, KANSAS:

ATTEST:

Jim Benage, Mayor

Melissa Krehbiel, City Clerk

BEL AIRE SECURE STORAGE, LLC:

Name: Andrew Reese
Title: Manager

1
2
3
4 **CITY OF BEL AIRE MUNICIPAL ORDINANCE**
5

6
7 ORDINANCE NO. []
8

9 **SECTION 1 GENERAL PROVISIONS**
10

11 **1.1 Purpose and Policy**
12

13 This ordinance sets forth uniform requirements for Users of the Sanitary Sewer Conveyance
14 System for the City of Bel Aire and enables the City to comply with all applicable State and
15 Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et
16 seq.) and the General Pretreatment Regulations (Title 40 of the *Code of Federal Regulations*
17 [CFR] Part 403). The objectives of this ordinance are:
18

- 19 A. To prevent the introduction of pollutants into the Publicly Owned Treatment Works
20 that will interfere with its operation;
21
- 22 B. To prevent the introduction of pollutants into the Publicly Owned Treatment Works
23 that will pass through the Publicly Owned Treatment Works, inadequately treated, into
24 receiving waters, or otherwise be incompatible with the Publicly Owned Treatment
25 Works;
26
- 27 C. To protect both Publicly Owned Treatment Works personnel who may be affected by
28 wastewater and sludge in the course of their employment and the general public;
29
- 30 D. To promote reuse and recycling of industrial wastewater and sludge from the Publicly
31 Owned Treatment Works wastewater plant; generated by industries served by the City
32 Sanitary Sewer Conveyance System
33
- 34 E. To enable the City to comply with the National Pollutant Discharge Elimination
35 System permit conditions, sludge use and disposal requirements, and any other Federal or
36 State laws to which the Publicly Owned Treatment Works is subject.
37

38 This ordinance shall apply to all Users of the City of Bel Aire Sanitary Sewer Conveyance
39 System.
40

41 **1.2 Administration**
42

43 Except as otherwise provided herein, The City Engineer shall administer, implement, and
44 enforce the provisions of this ordinance. Any powers granted to, or duties imposed upon The
45 City Engineer may be delegated by The City Engineer to a duly authorized City employee.
46
47

48 **1.3 Abbreviations**

49 The following abbreviations, when used in this ordinance, shall have the designated meanings:

- 50
- 51 BOD – Biochemical Oxygen Demand
- 52 BMP – Best Management Practice
- 53 CFR – *Code of Federal Regulations*
- 54 CIU – Categorical Industrial User
- 55 COD – Chemical Oxygen Demand
- 56 EPA – U.S. Environmental Protection Agency
- 57 gpd – gallons per day
- 58 IU – Industrial User
- 59 mg/l – milligrams per liter
- 60 NPDES – National Pollutant Discharge Elimination System
- 61 POTW – Publicly Owned Treatment Works
- 62 RCRA – Resource Conservation and Recovery Act
- 63 SIU – Significant Industrial User
- 64 TSS – Total Suspended Solids
- 65 U.S.C. – United States Code
- 66

67 **1.4 Definitions**

68

69 Unless a provision explicitly states otherwise, the following terms and phrases, as used in this ordinance, shall have the meanings hereinafter designated.

- 70
- 71
- 72 A. Act or “the Act.” The Federal Water Pollution Control Act, also known as the Clean
- 73 Water Act, as amended, 33 U.S.C. section 1251 et seq.
- 74
- 75 B. Approval Authority The Kansas Department of Health and Environment (KDHE); it
- 76 shall mean the Director of Environment of KDHE
- 77
- 78 C. Authorized or Duly Authorized Representative of the User.
- 79
- 80 (1) If the User is a corporation:
- 81
- 82 (a) The president, secretary, treasurer, or a vice-president of the corporation in
- 83 charge of a principal business function, or any other person who performs similar
- 84 policy or decision-making functions for the corporation; or
- 85
- 86 (b) The Engineer of one or more manufacturing, production, or operating
- 87 facilities, provided the Engineer is authorized to make management decisions that
- 88 govern the operation of the regulated facility including having the explicit or
- 89 implicit duty of making major capital investment recommendations, and initiate
- 90 and direct other comprehensive measures to assure long-term environmental
- 91 compliance with environmental laws and regulations; can ensure that the
- 92 necessary systems are established or actions taken to gather complete and
- 93 accurate information for individual wastewater discharge permit requirements;

94 and where authority to sign documents has been assigned or delegated to the
95 Engineer in accordance with corporate procedures.

96
97 (2) If the User is a partnership or sole proprietorship: a general partner or
98 proprietor, respectively.

99
100 (3) If the User is a Federal, State, or local governmental facility: a director or
101 highest official appointed or designated to oversee the operation and performance
102 of the activities of the government facility, or their designee.

103
104 (4) The individuals described in paragraphs 1 through 3, above, may designate a
105 Duly Authorized Representative if the authorization is in writing, the
106 authorization specifies the individual or position responsible for the overall
107 operation of the facility from which the discharge originates or having overall
108 responsibility for environmental matters for the company, and the written
109 authorization is submitted to the City.

110
111 D. Biochemical Oxygen Demand or BOD. The quantity of oxygen utilized in the
112 biochemical oxidation of organic matter under standard laboratory procedures for five (5)
113 days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/l).

114
115 E. Best Management Practices or BMPs. Schedules of activities, prohibitions of
116 practices, maintenance procedures, and other management practices to implement the
117 prohibitions listed in Section 2.1 A and B [40 CFR 403.5(a)(1) and (b)]. BMPs include
118 treatment requirements, operating procedures, and practices to control plant site runoff,
119 spillage or leaks, sludge or waste disposal, or drainage from raw materials storage, or
120 sector control programs to control pollutants from specific industrial users in place of
121 identified categorical or effluent standards. BMPs shall be considered local limits and
122 Pretreatment Standards for the purposes of these Pretreatment Regulations and Section
123 307(d) of the Act and as specified at 40 CFR 403.5(c)(4)

124
125 F. Categorical Pretreatment Standard or Categorical Standard. Any regulation
126 containing pollutant discharge limits promulgated by EPA in accordance with sections
127 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of
128 Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

129
130 G. Categorical Industrial User. An Industrial User subject to a categorical Pretreatment
131 Standard or categorical Standard.

132
133 H. City. The City of Bel Aire

134
135 I. City Engineer: The person designated by the City to supervise the operation of the
136 POTW, and who is charged with certain duties and responsibilities by this ordinance. The
137 term also means a Duly Authorized Representative of the City Engineer.

138
139 J. Chemical Oxygen Demand or COD. A measure of the oxygen required to oxidize all
140 compounds, both organic and inorganic, in water.

- 141
- 142 K. Control Authority. The City of Bel Aire
- 143
- 144 L. Environmental Protection Agency or EPA. The U.S. Environmental Protection
- 145 Agency or, where appropriate, the Region VII Water Management Division Director, the
- 146 Region VII Administrator, or other duly authorized official of said agency.
- 147
- 148 M. Existing Source. Any source of discharge that is not a “New Source.”
- 149
- 150 N. Grab Sample. A sample that is taken from a wastestream without regard to the flow in
- 151 the wastestream and over a period of time not to exceed fifteen (15) minutes.
- 152
- 153 O. Indirect Discharge or Discharge. The introduction of pollutants into the POTW from
- 154 any nondomestic source.
- 155
- 156 P. Industrial User, IU or User. A source of indirect discharge.
- 157
- 158 Q. Interference. A discharge that, alone or in conjunction with a discharge or discharges
- 159 from other sources, inhibits or disrupts the POTW, its treatment processes or operations
- 160 or its sludge processes, use or disposal; and therefore, is a cause of a violation of [the
- 161 City’s] NPDES permit or of the prevention of sewage sludge use or disposal in
- 162 compliance with any of the following statutory/regulatory provisions or permits issued
- 163 thereunder, or any more stringent State or local regulations: section 405 of the Act; the
- 164 Solid Waste Disposal Act, including Title II commonly referred to as the Resource
- 165 Conservation and Recovery Act (RCRA); any State regulations contained in any State
- 166 sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal
- 167 Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection,
- 168 Research, and Sanctuaries Act.
- 169
- 170 R. KDHE. the Kansas Department of Health and Environment and any successor
- 171 departments or agencies.
- 172
- 173 S. Local Limit. Specific discharge limits or best management practices developed and
- 174 enforced by the City upon industrial or commercial facilities to implement the general
- 175 and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).
- 176
- 177 T. Medical Waste. Isolation wastes, infectious agents, human blood and blood products,
- 178 pathological wastes, sharps, body parts, contaminated bedding, surgical wastes,
- 179 potentially contaminated laboratory wastes, and dialysis wastes.
- 180
- 181 U. New Source.
- 182 (1) Any building, structure, facility, or installation from which there is (or may
- 183 be) a discharge of pollutants, the construction of which commenced after the
- 184 publication of proposed Pretreatment Standards under section 307(c) of the Act
- 185 that will be applicable to such source if such Standards are thereafter promulgated
- 186 in accordance with that section, provided that:
- 187

188 (a) The building, structure, facility, or installation is constructed at a site at which
189 no other source is located; or
190 (b) The building, structure, facility, or installation totally replaces the process or
191 production equipment that causes the discharge of pollutants at an Existing
192 Source; or
193 (c) The production or wastewater generating processes of the building, structure,
194 facility, or installation are substantially independent of an Existing Source at the
195 same site. In determining whether these are substantially independent, factors
196 such as the extent to which the new facility is integrated with the existing plant,
197 and the extent to which the new facility is engaged in the same general type of
198 activity as the Existing Source, should be considered.

199
200 (2) Construction on a site at which an Existing Source is located results in a
201 modification rather than a New Source if the construction does not create a new
202 building, structure, facility, or installation meeting the criteria of Section (1)(b) or
203 (c) above but otherwise alters, replaces, or adds to existing process or production
204 equipment.

205
206 (3) Construction of a New Source as defined under this paragraph has commenced
207 if the owner or operator has:

208
209 (a) Begun, or caused to begin, as part of a continuous onsite construction program
210
211 (i) any placement, assembly, or installation of facilities or equipment; or
212 (ii) significant site preparation work including clearing, excavation, or
213 removal of existing buildings, structures, or facilities which is necessary for
214 the placement, assembly, or installation of new source facilities or equipment;
215 or

216
217 (b) Entered into a binding contractual obligation for the purchase of facilities or
218 equipment which are intended to be used in its operation within a reasonable
219 time. Options to purchase or contracts which can be terminated or modified
220 without substantial loss, and contracts for feasibility, engineering, and design
221 studies do not constitute a contractual obligation under this paragraph.

222
223 U. Noncontact Cooling Water. Water used for cooling that does not come into direct
224 contact with any raw material, intermediate product, waste product, or finished product.

225
226 V. Pass Through. A discharge which exits the POTW into waters of the United States in
227 quantities or concentrations which, alone or in conjunction with a discharge or discharges
228 from other sources, is a cause of a violation of any requirement of the NPDES permit,
229 including an increase in the magnitude or duration of a violation.

230
231 W. Person. Any individual, partnership, co-partnership, firm, company, corporation,
232 association, joint stock company, trust, estate, governmental entity, or any other legal
233 entity; or their legal representatives, agents, or assigns. This definition includes all
234 Federal, State, and local governmental entities.

- 235
- 236 X. pH. A measure of the acidity or alkalinity of a solution, expressed in standard units.
- 237
- 238 Y. Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage,
- 239 garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological
- 240 materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar
- 241 dirt, municipal, agricultural, and industrial wastes, and certain characteristics of
- 242 wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).
- 243
- 244 Z. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants,
- 245 or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of,
- 246 introducing such pollutants into the POTW. This reduction or alteration can be obtained
- 247 by physical, chemical, or biological processes; by process changes; or by other means,
- 248 except by diluting the concentration of the pollutants unless allowed by an applicable
- 249 Pretreatment Standard.
- 250
- 251 AA. Pretreatment Requirements. Any substantive or procedural requirement related to
- 252 pretreatment imposed on a User, other than a Pretreatment Standard.
- 253
- 254 BB. Pretreatment Standards or Standards. Pretreatment Standards shall mean prohibited
- 255 discharge standards and categorical Pretreatment Standards, and Local Limits, including
- 256 best management practices.
- 257
- 258 CC. Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions
- 259 against the discharge of certain substances; these prohibitions appear in Section 2.1 of
- 260 this ordinance.
- 261
- 262 DD. Publicly Owned Treatment Works or POTW. A treatment works, as defined by
- 263 section 212 of the Act (33 U.S.C. section 1292), which is jointly owned by the cities of
- 264 Bel Aire and Park City known as Chisholm Creek Utility Authority, a regional sewer
- 265 district (as defined by Section 502(4) of the Clean Water Act. This definition includes
- 266 any devices or systems used in the collection, storage, treatment, recycling, and
- 267 reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which
- 268 convey wastewater to a treatment plant.
- 269
- 270 EE. POTW Treatment Plant, or Wastewater Treatment Plant. That portion of the POTW
- 271 which is designed to provide treatment (including recycling and reclamation) of
- 272 municipal sewage and industrial waste.
- 273
- 274 FF. Septic Tank Waste. Any sewage from holding tanks such as vessels, chemical
- 275 toilets, campers, trailers, and septic tanks.
- 276
- 277 GG. Sewage. A combination of the water-carried wastes from residences, business
- 278 buildings, institutions, and industrial establishments which is routed to the City sanitary
- 279 sewer system.
- 280

281 HH. Significant Industrial User (SIU).
282

283 Except as provided in paragraphs (3) and (4) of this Section, a Significant
284 Industrial User is:

285
286 (1) An Industrial User subject to categorical Pretreatment Standards; or
287

288 (2) An Industrial User that:

289 (a) Discharges an average of twenty-five thousand (25,000) gpd or more of
290 process wastewater to the POTW (excluding sanitary, noncontact cooling and
291 boiler blowdown wastewater);

292 (b) Contributes a process wastestream which makes up five (5) percent or more of
293 the average dry weather hydraulic or organic capacity of the POTW treatment
294 plant; or

295 (c) Is designated as such by the City on the basis that it has a reasonable potential
296 for adversely affecting the POTW's operation or for violating any Pretreatment
297 Standard or Requirement.
298

299
300 (3) The City may determine that an Industrial User subject to categorical
301 Pretreatment Standards is a Non-Significant Categorical Industrial User rather
302 than a Significant Industrial User on a finding that the Industrial User never
303 discharges more than 100 gallons per day (gpd) of total categorical wastewater
304 (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless
305 specifically included in the Pretreatment Standard) and the following conditions
306 are met:
307

308 (a) The Industrial User, prior to City's finding, has consistently complied with all
309 applicable categorical Pretreatment Standards and Requirements;

310 (b) The Industrial User annually submits the certification statement required in
311 Section 6.14 B [see 40 CFR 403.12(q)], together with any additional information
312 necessary to support the certification statement; and

313 (c) The Industrial User never discharges any untreated concentrated wastewater.
314

315 (4) Upon a finding that a User meeting the criteria in Subsection (2) of this part
316 has no reasonable potential for adversely affecting the POTW's operation or for
317 violating any Pretreatment Standard or Requirement, the City may at any time, on
318 its own initiative or in response to a petition received from an Industrial User, and
319 in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User
320 should not be considered a Significant Industrial User.
321

322 II. Slug Load or Slug Discharge. Any discharge at a flow rate or concentration, which
323 could cause a violation of the prohibited discharge standards in Section 2.1 of this
324 ordinance. A Slug Discharge is any discharge of a non-routine, episodic nature,
325 including but not limited to an accidental spill or a non-customary batch discharge, which
326 has a reasonable potential to cause Interference or Pass Through, or in any other way
327 violate the POTW's regulations, Local Limits or Permit conditions.

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JJ. Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

KK. Total Suspended Solids or Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

LL. Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

SECTION 2 GENERAL SEWER USE REQUIREMENTS

2.1 Prohibited Discharge Standards

A. General Prohibitions. No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

B. Specific Prohibitions. No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

- (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;
- (2) Wastewater having a pH less than 5.0 or more than 12.5, or otherwise causing corrosive structural damage to the POTW or equipment;
- (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in Interference : Solid or viscous Pollutants shall not be discharged whole or ground by garbage grinders. This includes, but is not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, mopheads, feathers, tar, plastics, wood, underground garbage, paunch manure, hair and flesh, entrails, including solids from food service establishments, such as oil and grease, paper and cloth wipes, dishes, utensils, cups, and liquid containers.
- (4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;

- 374 (5) Wastewater having a temperature that inhibits biological activity in the
375 treatment plant resulting in interference, but in no case, wastewater from an
376 indirect discharge with a temperature exceeding one hundred fifty degrees
377 Fahrenheit (sixty-five degrees Celsius) or which results in exceeding the
378 wastewater temperature of one hundred- and four-degrees Fahrenheit (forty
379 degrees Celsius) at the treatment plant.
380
- 381 (6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin,
382 in amounts that will cause Interference or Pass Through.
383
- 384 (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within
385 the POTW in a quantity that may cause acute worker health and safety problems.
386
- 387 (8) Trucked or hauled pollutants, except at discharge points designated by the
388 City Engineer in accordance with Section 3.4 of this ordinance.
389
- 390 (9) Noxious or malodorous liquids, gases, solids, or other wastewater which,
391 either singly or by interaction with other wastes, are sufficient to create a public
392 nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or
393 repair;
394
- 395 (10) Wastewater which imparts color which cannot be removed by the treatment
396 process, such as, but not limited to, dye wastes and vegetable tanning solutions,
397 which consequently imparts color to the treatment plant's effluent, thereby
398 violating the NPDES permit;
399
- 400 (11) Wastewater containing any radioactive wastes or isotopes except in
401 compliance with applicable State or Federal regulations;
402
- 403 (12) Storm Water, surface water, ground water, artesian well water, roof runoff,
404 subsurface drainage, swimming pool drainage, condensate, deionized water,
405 Noncontact Cooling Water, and unpolluted wastewater, unless specifically
406 authorized by [the City Engineer];
407
- 408 (13) Sludges, screenings, or other residues from the pretreatment of industrial
409 wastes;
410
- 411 (14) Medical Wastes, except as specifically authorized in writing by the City
412 Engineer
413
- 414 (15) Wastewater causing, alone or in conjunction with other sources, the
415 treatment plant's effluent to fail toxicity test;
416
- 417 (16) Detergents, surface-active agents, or other substances which that might cause
418 excessive foaming in the POTW;
419

420 (17) Fats, oils, or greases of animal or vegetable origin, emulsified or not,
421 containing substances which may solidify, or become viscous, at temperatures
422 between thirty-two degrees Fahrenheit and one hundred fifty degrees Fahrenheit
423 (zero degrees to sixty-five degrees Centigrade), in quantities determined by the
424 City Engineer that have a deleterious effect upon the POTW conveyance system,
425 processes, and/or equipment, or in quantities which will pass through the POTW
426 to the receiving waters, or impact the storage or disposal of the POTW biosolids.
427 In addition, it is prohibited to discharge these substances in quantities that cause a
428 sewer line blockage resulting in untreated sewage discharging to waters of the
429 United States. The discharge must not be in quantities that present an imminent
430 endangerment to the health and welfare of persons, or otherwise create or
431 constitute a public nuisance.

432
433 (18) Wastewater causing two readings on an explosion hazard meter at the point
434 of discharge into the POTW, or at any point in the POTW, of more than five
435 percent (5 %) or any single reading over ten percent (10 %) of the Lower
436 Explosive Limit of the meter.

437
438 19. Any garbage that has not been properly shredded. Garbage grinders may be
439 connected to sanitary sewers from homes, hotels, institutions, restaurants,
440 hospitals, catering establishment, or similar places where garbage originates from
441 the preparation of food in kitchens for the purpose of consumption on the
442 premises or when served by caterers. However, garbage grinders shall only be
443 used to grind 11 small amounts of garbage incidental to cleaning plates,
444 cookware, etc. and not to dispose of large quantities of waste. Waste must be
445 scraped into a garbage can prior to cleaning;

446
447 20. Unusual Biochemical Oxygen Demand (BOD), Chemical Oxygen Demand
448 (COD), or Total Suspended Solids (TSS) in quantities as to constitute a
449 significant additional load on the Wastewater Treatment Plant.

450
451 21. Wastewater containing Pollutants which are not amenable to transport,
452 treatment or reduction in concentration by the POTW and POTW Treatment Plant
453 processes employed, or are amenable to treatment only to such a degree that the
454 POTW Treatment Plant effluent cannot meet the requirements of regulatory
455 agencies having jurisdiction over discharge of effluent to the receiving waters;

456
457 22. Wastewater which, by interaction with other wastewater in the POTW,
458 releases obnoxious gases, forms suspended solids which interfere with the
459 collection system, or creates a condition deleterious to structures and treatment
460 processes.

461
462 23. Liquid Wastes from chemical toilets, trailers, campers, or other recreational
463 vehicles which have been collected or held in tanks or other containers shall not
464 be discharged into the POTW except at locations authorized by the City to collect
465 such wastes.

466

467 24. Pollutants, substances, or Wastewater prohibited by this subsection shall not
468 be processed or stored in such a manner that they could be discharged to the
469 POTW.
470

471
472

473 **2.2 National Categorical Pretreatment Standards**

474

475 Categorical Industrial Users (CIUs) must comply with applicable Categorical Pretreatment
476 Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471. In order to facilitate
477 notification from the POTW to the Control Authority regarding discharges from CIUs, CIUs
478 shall notify the City at least 90 days prior to discharge. CIUs also have additional sampling,
479 reporting, and notification requirements to the Control Authority.

480

481 **2.3 Site-Specific Limits**

482

483 The POTW may establish additional site-specific pollutant limits, Best Management Practices, or
484 additional Pretreatment Requirements when, in the judgment of the City, such limitations are
485 necessary to implement the provisions of this Chapter, including the Discharge prohibitions in
486 subsection 2.1. These additional limits shall be public noticed prior to implementation by the
487 City.

488

489 **2.4 Best Management Practices (BMPs)**

490

491 The POTW may develop BMPs to implement the prohibitions of subsection 2.1 of this Chapter.
492 BMPs shall be considered Pretreatment Standards for purposes of this Chapter and section
493 307(d) of the Act. The City may establish specific sector control programs for Industrial Users to
494 control specific pollutants, as necessary, to meet the objectives of this Chapter. Pollutants subject
495 to these sector control programs will generally be controlled using BMPs as determined by the
496 City. These sector control programs shall not limit the City’s authority to inspect, sample, require
497 reports, enforce, or otherwise carry out its responsibility under this Chapter. The specific sector
498 control program BMPs and requirements shall be developed and documented in a policy, which
499 shall be public noticed.

500

501 Elements of a BMP-based sector control program may include, but are not limited to the
502 following:

503

- 504 1. Installation of appropriately-sized treatment;
- 505 2. Requirements for prohibitions on certain practices or discharges;
- 506 3. Requirements for the operation and maintenance of treatment equipment; and
- 507 4. Procedures for compliance certification, reporting and records retention.

508

509 The City Engineer may develop Best Management Practices (BMPs), by ordinance or in
510 individual wastewater discharge permits to implement any City requirements of Section 2.1.

510

511 **2.5 City’s Right of Revision**

512
513 The City reserves the right to establish, by ordinance or in individual wastewater discharge
514 permits more stringent Standards or Requirements on discharges to the POTW consistent with
515 the purpose of this ordinance.

516
517 **2.6 Dilution**

518
519 No User shall ever increase the use of process water, or in any way attempt to dilute a discharge,
520 as a partial or complete substitute for adequate treatment to achieve compliance with a discharge
521 limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement.
522 The City Engineer may impose mass limitations on Users who are using dilution to meet
523 applicable Pretreatment Standards or Requirements, or in other cases when the imposition of
524 mass limitations is appropriate.

525
526 **SECTION 3 PRETREATMENT OF WASTEWATER**

527
528 **3.1 Pretreatment Facilities**

529
530 Users shall provide wastewater treatment as necessary to comply with this ordinance and shall
531 achieve compliance prior to discharge. Any facilities necessary for compliance shall be
532 provided, operated, and maintained at the User’s expense. Detailed plans describing such
533 facilities and operating procedures shall be submitted to the City Engineer for review and shall
534 be acceptable to [the City Engineer before such facilities are constructed. The review of such
535 plans and operating procedures shall in no way relieve the User from the responsibility of
536 modifying such facilities as necessary to produce a discharge acceptable to the City under the
537 provisions of this ordinance.

538
539
540 **3.2 Additional Pretreatment Measures**

541
542 A. Whenever deemed necessary, the City Engineer may require Users to restrict their
543 discharge during peak flow periods, designate that certain wastewater be discharged only
544 into specific sewers, relocate and/or consolidate points of discharge, separate sewage
545 wastestreams from industrial wastestreams, and such other conditions as may be
546 necessary to protect the POTW and determine the User’s compliance with the
547 requirements of this ordinance.

548
549 B. The City Engineer may require any person discharging into the POTW to install and
550 maintain, on their property and at their expense, a suitable storage and flow-control
551 facility to ensure equalization of flow.

552
553 C. Grease, oil, and sand interceptors shall be provided when, in the opinion of the City
554 Engineer, they are necessary for the proper handling of wastewater containing excessive
555 amounts of grease and oil, or sand; except that such interceptors shall not be required for
556 residential users. All interception units shall be of a type and capacity approved by the

557 City Engineer, shall be so located to be easily accessible for cleaning and inspection.
558 Such interceptors shall be inspected, cleaned, and repaired by the User at their expense.

559
560 D. Users with the potential to discharge flammable substances may be required to install
561 and maintain an approved combustible gas detection meter.

562
563 E. The City Engineer may require any person discharging into the POTW to install at the
564 owner's or operator's own expense suitable monitoring facilities or equipment which
565 isolates appropriate wastewater discharges into the wastewater system and facilitates
566 accurate observation, sampling and measurement of discharges. The equipment shall be
567 maintained in proper working order and kept safe and accessible without restriction to
568 POTW personnel at all times. Where practical, the monitoring equipment shall be located
569 and maintained on the Industrial User's premises outside of the building.

570
571 **3.3 Accidental Discharge/Slug Discharge Control Plans**

572
573 Each Industrial User shall provide protection from accidental discharges and Slug Loads
574 of pollutants resulting in harm to the POTW. Facilities to prevent the discharge of spills
575 or Slug Loads shall be provided and maintained at the Industrial User's expense.

576
577 The City Engineer shall evaluate whether a facility needs an accidental discharge/slug
578 discharge control plan or other action to control Slug Discharges. [The City Engineer]
579 may require any User to develop, submit for approval, and implement such a plan or take
580 such other action that may be necessary to control Slug Discharges. Alternatively, [the
581 City Engineer may develop such a plan for any User. An accidental discharge/slug
582 discharge control plan shall address, at a minimum, the following:

- 583
584 A. Detailed plans (schematics) showing facility layout and plumbing representative of
585 operating procedures.
586 B. Description of contents and volumes of any process tanks;
587 C. Description of discharge practices, including non-routine batch discharges;
588 D. Listing of stored chemicals, including location and volumes;
589 E. Procedures for immediately notifying the POTW of any spill or Slug Discharge. It is
590 the responsibility of the Industrial User to comply with all reporting requirements;
591 F. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such
592 procedures include, but are not limited to, inspection and maintenance of storage areas,
593 handling, and transfer of materials, loading and unloading operations, control of plant site
594 runoff, worker training, building of containment structures or equipment, measures for
595 containing toxic organic pollutants, including solvents, and/or measures and equipment
596 for emergency response.

597
598 **3.4 Hauled Wastewater**

599
600 A. The POTW prohibits the discharge of trucked/hauled septic tank waste, industrial
601 waste, and RV waste to the City sanitary sewer collection system, unless the City
602 Engineer specifically grants a permit to the discharger. Such a permit shall be issued
603 pursuant to rules and that address, among other items, preservation of sewer capacity for

604 its intended purpose of handling sanitary sewage, protection of the sanitary sewer system
 605 from harmful solutions, protection of the health of employees and the public, and proper
 606 functioning of the City's sanitary sewer system and its appurtenances.
 607

608 B. Trucked/Hauled waste may be discharged into the sanitary sewer system only at
 609 locations designated by the City, and at such times established by the City. Such waste
 610 shall not violate any discharge conditions or requirements established by the POTW. The
 611 City may require the following:

- 612 1. Septic tank waste haulers to obtain individual wastewater Discharge permits.
- 613 2. The POTW may collect samples of each hauled load to ensure compliance with
 614 applicable Pretreatment Standards and Requirements.
- 615 3. The POTW may require the industrial waste hauler to provide a waste analysis of
 616 any load prior to Discharge.

617
 618 Any Person discharging septic tank waste and industrial waste must provide a waste-
 619 tracking form for every load. This form shall include, at a minimum, the name and
 620 address of the waste hauler (individual person and company), permit number (if
 621 applicable), truck identification, names and addresses of sources of waste, and volume
 622 and characteristics of waste. The form shall identify the type of industry, known or
 623 suspected waste constituents, and whether any wastes are RCRA hazardous wastes. —
 624

625 C. RV Disposal Stations: The POTW may allow RV disposal sites in its service area if
 626 the quality or quantity of the RV waste does not impact the POTW, including the
 627 collection system. The POTW may require RV disposal sites in the service area to ensure
 628 adequate controlled access to its disposal site including locked access, sign-in records for
 629 persons discharging from the RV, record keeping by the RV disposal site, and other
 630 information, as deemed appropriate by the City Engineer.
 631

632 SECTION 4 NOTIFICATION AND REPORTING REQUIREMENTS

633 **4.1 — Industrial User Questionnaire**

634 If the POTW deems it necessary to assure compliance with the provisions of this Chapter, any IU
 635 of the POTW may be required to submit a Wastewater Discharge permit application,
 636 questionnaire, or other reports and notifications in a format and timeframe specified by the
 637 POTW. In cases where the Pretreatment Standard requires compliance with a BMP or pollution
 638 prevention alternative, the Industrial User must submit documentation required by the POTW or
 639 the Pretreatment Standards to determine the compliance status of the Industrial User. Any
 640 Industrial User subject to this reporting requirement shall submit a completed report no later than
 641 thirty (30) days after receipt of the notification and appropriate forms.
 642
 643

644 **4.2 — Notification of Change in Discharge**

645 All Industrial Users shall promptly notify the POTW in advance of any substantial change in the
 646 volume or character of pollutants in their discharge, including the listed or characteristic
 647 hazardous wastes for which the Industrial User has submitted initial notification under 40 CFR
 648
 649

650 section 403.12(p). Additionally, significant Industrial Users are required to notify the POTW
651 immediately of any changes in their facilities affecting potential for a Slug Discharge.
652

653 **4.3 — Notification of Hazardous Waste Discharge**

654
655 Industrial users shall notify the City, the EPA Regional Waste Management Division Director,
656 and the State hazardous waste authorities in writing of any Discharge into the POTW of any
657 substance which, if otherwise disposed of, would be considered a hazardous waste under 40 CFR
658 section 261, (RCRA). Each Industrial User shall notify the POTW in advance of any substantial
659 change to such discharge. The specific information required to be reported and the time frames in
660 which it is to be reported are found at 40 CFR section 403.12§15
661

662 **4.4 — Report of Potential Problems**

663
664 A. In the case of any discharge, including, but not limited to, spills, accidental discharges,
665 discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug discharge
666 or a discharge that may cause potential problems for the POTW, the Industrial User shall
667 immediately telephone and notify the POTW of the incident. This notification shall include:

- 668 1. Name of the facility;
- 669 2. Location of the facility;
- 670 3. Name of the caller;
- 671 4. Date and time of the discharge;
- 672 5. Date and time discharge was halted;
- 673 6. Location of the discharge;
- 674 7. Type of waste;
- 675 8. Estimated volume of the discharge;
- 676 9. Estimated concentration of pollutants in the discharge;
- 677 10. Corrective actions taken to halt the discharge; and
- 678 11. Method of disposal, if applicable.

679
680 B. Within five (5) working days following such discharge, the Industrial User shall, unless
681 waived by the City, submit a detailed written report describing the cause(s) of the Discharge and
682 the measures to be taken by the Industrial User to prevent similar future occurrences. Such
683 notification shall not relieve the Industrial User of any expense, loss, damage, or other liability
684 which might be incurred as a result of damage to the POTW, natural resources, or any other
685 damage to person or property; nor shall such notification relieve the Industrial User of any fines,
686 penalties, or other liability which may be imposed pursuant to this Chapter.
687

688 **4.5 — Authorized Signature for Reports**

689
690 All reports and questionnaires required to be submitted by the above provisions shall bear the
691 signature of an Authorized Representative of the discharging entity and shall include the
692 following certification statement as set forth in 40 CFR section 403.6(a)(2)(ii): "I certify under
693 penalty of law that this document and all attachments were prepared under my direction or
694 supervision in accordance with a system designed to ensure that qualified personnel properly
695 gather and evaluate the information submitted. Based on my inquiry of the person or persons
696 who manage the system or the persons directly responsible for gathering the information, the

697 information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I
698 am aware that there are significant penalties for submitting false information, including the
699 possibility of a fine and imprisonment for knowing violations."
700

701 SECTION 5 RIGHT OF ENTRY: INSPECTION AND SAMPLING
702

703 Continued connection and use of the City of Bel Aire Municipal sewer system shall be
704 contingent on the right of the City to inspect and sample all discharges into the system. The City
705 shall have the right to enter the premises of any user to determine that the User is complying with
706 all requirements of this ordinance and any wastewater discharge permit or order issued
707 hereunder, is being met. Users shall allow the City Engineer ready access to all parts of the
708 premises for the purposes of inspection, sampling, records examination and copying, and the
709 performance of any additional duties.
710

- 711 A. Upon arrival at the facility, the City Engineer and/or their authorized
712 representative(s) shall identify themselves to the manager or supervising staff
713 person on duty at the facility, prior to conducting inspections, sampling, or
714 records examination. All routine or unscheduled inspections shall be documented
715 in writing, and findings shall be reported to the User within 10 days of the event.
716
- 717 B. Where a user has security measures in force which require proper identification and
718 clearance before entry into its premises, the user shall make necessary arrangements
719 with its security guards so that, upon presentation of suitable identification, the City,
720 KDHE, and EPA authorized personnel will be permitted to enter without delay for
721 the purposes of performing specific responsibilities.
722
- 723 C. The City, KDHE and EPA shall have the right to set up on the user's property or
724 require installation of such devices as are necessary to conduct sampling and/or
725 metering of the user's operations.
726
- 727 D. Any temporary or permanent obstruction to safe and easy access to the facility to be
728 inspected and/or sampled shall be promptly removed by the user at the written or
729 verbal request of the Director and shall not be replaced. The costs of clearing such
730 access shall be borne by the user.
731
- 732 E. The City Engineer may require the User to install monitoring equipment as
733 necessary. The facility's sampling and monitoring equipment shall be maintained
734 at all times in a safe and proper operating condition by the User at its own
735 expense. All devices used to measure wastewater flow and quality shall be
736 calibrated with a precision and frequency mutually agreed to between the City and
737 the User using measurement standards traceable to the National Institute of
738 Standards and Technology (NIST) to ensure accuracy.
739
- 740 F. Unreasonable delays in allowing the City Engineer access to the User's premises
741 shall be a violation of this ordinance.
742

743 SECTION 6 CONFIDENTIAL BUSINESS INFORMATION

744
745 All information and data on a User obtained from the User, person, POTW including but not
746 limited to, reports, surveys, monitoring programs, and from the City Engineer’s inspection
747 and sampling activities, shall be available to the public without restriction, unless the User
748 specifically requests, and is able to demonstrate to the satisfaction of the City Engineer, that the
749 release of such information would divulge information, processes, or methods of production
750 entitled to protection as trade secrets under applicable State law. Any such request must be
751 asserted at the time of submission of the information or data. When requested and demonstrated
752 by the User furnishing a report that such information should be held confidential, the portions of
753 a report which might disclose trade secrets or secret processes shall not be made available for
754 inspection by the public but shall be made available immediately upon request to governmental
755 agencies for uses related to the NPDES program or pretreatment program, and in enforcement
756 proceedings involving the person furnishing the report. Wastewater constituents and
757 characteristics and other effluent data, as defined at 40 CFR 2.302 shall not be recognized as
758 confidential information and shall be available to the public without restriction.

759
760 SECTION 7 ADMINISTRATIVE/JUDICIAL ENFORCEMENT REMEDIES

761
762 7.1 Notification of Violation

763
764 When the City Engineer finds that a User has violated, or continues to violate, any provision of
765 this ordinance, or order issued hereunder, or any other Pretreatment Standard or Requirement,
766 the City Engineer may serve upon that User a written Notice of Violation. Within five (5)
767 working days of the receipt of such notice, an explanation of the violation and a plan for the
768 satisfactory correction and prevention thereof, to include specific required actions, shall be
769 submitted by the User to the City Engineer. Submission of such a plan in no way relieves the
770 User of liability for any violations occurring before or after receipt of the Notice of Violation.
771 Nothing in this Section shall limit the authority of the City Engineer to take any action, including
772 emergency actions or any other enforcement action, without first issuing a Notice of Violation.

773
774 7.2 Consent/ Administrative Orders

775 When the City finds that an Industrial User has violated, or continues to violate, any provision of
776 this Chapter, or order issued hereunder, or any other Pretreatment Standard or Requirement, the
777 City may issue an Administrative Order to the Industrial User responsible for the discharge
778 directing that the Industrial User immediately come into compliance or within a time specified
779 by the City.

780
781 The City Engineer may enter into Consent Orders, assurances of compliance, or other similar
782 documents establishing an agreement with any User responsible for noncompliance. Such
783 documents shall include specific action to be taken by the User to correct the noncompliance
784 within the time period specified by the document. Such documents shall have the same force
785 and effect as the administrative orders. and shall be judicially enforceable.

786
787 If the Industrial User does not come into compliance within the time provided, sewer service
788 may be discontinued unless adequate treatment facilities, devices, or other related appurtenances
789 are installed and properly operated. Compliance orders also may contain other requirements to

790 address the noncompliance, including additional self-monitoring and management practices
791 designed to minimize the amount of pollutants discharged into the sewer. A compliance order
792 may not extend the deadline for compliance established for a Pretreatment Standard or
793 Requirement, nor does a compliance order relieve the Industrial User of liability for any
794 violation, including any continuing violation during the time it takes the Industrial User to come
795 into compliance. Issuance of a compliance order shall not be a bar against, or a prerequisite for,
796 taking any other action against the Industrial User.

797
798 7.3 Suspension of Service

799
800 The City may suspend water service and/or wastewater treatment service in order to stop an
801 actual or threatened Discharge which presents or may present an imminent or substantial
802 endangerment to the health or welfare of persons, the environment, causes Pass Through or
803 Interference, causes the POTW to violate any condition of its NPDES Permit, or for violations of
804 this Chapter. Any IU notified of a suspension of the water service and/or wastewater treatment
805 service shall immediately stop or eliminate the Discharge. In the event of a failure of the person
806 to comply voluntarily with the suspension order, the City shall take such steps as deemed
807 necessary including immediate physical severance of the sewer connection, to prevent or
808 minimize damage to the POTW system or endangerment to individuals or the environment.

809
810 7.4 Show Cause Hearing

811
812 The City Engineer may order a User which has violated, or continues to violate, any provision of
813 this ordinance, order issued hereunder, or any other Pretreatment Standard or Requirement, to
814 appear before the City Engineer and show cause why the proposed enforcement action should
815 not be taken. Notice shall be served on the User specifying the time and place for the meeting,
816 the proposed enforcement action, the reasons for such action, and a request that the User show
817 cause why the proposed enforcement action should not be taken. The notice of the meeting shall
818 be served personally or by registered or certified mail (return receipt requested) at least 15
819 (fifteen) days prior to the hearing. Such notice may be served on any Authorized Representative
820 of the User as defined in Section 1.4 C and required by Section 4.7 A. The Show Cause Hearing
821 board shall consist of the City Manager, the Public Works Director, City Council Member, City
822 Manager, Utility Advisory Committee Member, and the Planning & Development Director, or
823 their designees. A show cause hearing shall not be a bar against, or prerequisite for, taking any
824 other action against the User.

825
826 A. Appeal. Any person aggrieved by the decision of the hearing board may appeal such
827 decision to the city council within ten days of the receipt of the decision by filing notice
828 of appeal with the city clerk. Upon hearing, the city council may affirm, modify, or
829 reverse the decision of the director. Any appeal of the council's decision shall be as
830 provided by state law.

831
832
833 7.5 Compliance Orders

834
835 When the City Engineer finds that a User has violated, or continues to violate, any provision of
836 this ordinance, m order issued hereunder, or any other Pretreatment Standard or Requirement, the

837 City Engineer may issue an order to the User responsible for the discharge directing that the User
838 come into compliance within a specified time. If the User does not come into compliance within
839 the time provided, sewer service may be discontinued unless adequate treatment facilities,
840 devices, or other related appurtenances are installed and properly operated. Compliance orders
841 also may contain other requirements to address the noncompliance, including additional
842 self-monitoring and management practices designed to minimize the amount of pollutants
843 discharged to the sewer. A compliance order may not extend the deadline for compliance
844 established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the
845 User of liability for any violation, including any continuing violation. Issuance of a compliance
846 order shall not be a bar against, or a prerequisite for, taking any other action against the User.

847
848 7.6 Cease and Desist Orders
849

850 When the City Engineer finds that a User has violated, or continues to violate, any provision of
851 this ordinance, or order issued hereunder, or any other Pretreatment Standard or Requirement, or
852 that the User’s past violations are likely to recur, the City Engineer may issue an order to the
853 User directing it to cease and desist all such violations and directing the User to:

- 854 A. Immediately comply with all requirements; and
- 855
- 856 B. Take such appropriate remedial or preventive action as may be needed to properly
857 address a continuing or threatened violation, including halting operations and/or
858 terminating the discharge. Issuance of a cease-and-desist order shall not be a bar
859 against, or a prerequisite for, taking any other action against the User.
- 860

861
862 7.8 Administrative Fines
863

864 A. When the City Engineer finds that a User has violated, or continues to violate, any
865 provision of this ordinance, an individual wastewater discharge permit or order issued
866 hereunder, or any other Pretreatment Standard or Requirement, the City Engineer may fine
867 such User in an amount not to exceed \$1,000 (one-thousand dollars). Such fines shall be
868 assessed on a per-violation, per-day basis. In the case of monthly or other long-term
869 average discharge limits, fines shall be assessed for each day during the period of
870 violation.

871 B. The POTW may, in addition to fines, collect charges to pay for damage to the POTW,
872 fines issued to the POTW, and any other costs incurred by the POTW as a result of the
873 IU’s noncompliance.

874 C. A lien against the Industrial User’s property shall be sought for unpaid charges, fines,
875 and penalties.

876 D. Users desiring to dispute such fines must file a written request for the City Engineer
877 to reconsider the fine along with full payment of the fine amount within 10 (ten) business
878 days of being notified of the fine. Where a request has merit, the City Engineer may
879 convene a hearing on the matter. In the event the User’s appeal is successful, the
880 payment, together with any interest accruing thereto, shall be returned to the User. The
881
882
883

884 City Engineer may add the costs of preparing administrative enforcement actions, such as
885 notices and orders, to the fine.

886
887 E. Issuance of an administrative fine shall not be a bar against, or a prerequisite for,
888 taking any other action against the User.

889
890
891 7.9 Injunctive Relief

892
893 When the City Engineer finds that a User has violated, or continues to violate, any provision of
894 this ordinance, or order issued hereunder, or any other Pretreatment Standard or Requirement,
895 the City Engineer may petition the district court of Sedgwick County, through the City's
896 Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains
897 or compels the specific performance of the individual wastewater discharge permit, order, or
898 other requirement imposed by this ordinance on activities of the User. The City Engineer may
899 also seek such other action as is appropriate for legal and/or equitable relief, including a
900 requirement for the User to conduct environmental remediation. A petition for injunctive relief
901 shall not be a bar against, or a prerequisite for, taking any other action against a User.

902
903 7.10 Remedies Nonexclusive

904
905 The remedies provided for in this ordinance are not exclusive. The City Engineer may take any,
906 all, or any combination of these actions against a noncompliant User. Enforcement of
907 pretreatment violations will generally be in accordance with the City's enforcement and penalties
908 described in Chapter 16, Article 6 of the City Code of Ordinances. However, the City Engineer
909 may take other action against any User when the circumstances warrant. Further, the City
910 Engineer is empowered to take more than one enforcement action against any noncompliant
911 User.

912
913 7.11 Water Supply Severance

914
915 Whenever a User has violated or continues to violate any provision of this ordinance, an order
916 issued hereunder, or any other Pretreatment Standard or Requirement, water service to the User
917 may be severed. Service will recommence, at the User's expense, only after the User has
918 satisfactorily demonstrated its ability to comply.

919
920 7.12 Prohibited Discharge Standards

921
922 A User shall have an affirmative defense to an enforcement action brought against it for
923 noncompliance with the general prohibitions in Section 2.1(A) of this ordinance or the specific
924 prohibitions in Sections 2.1(B)(3) through (24) of this ordinance if it can prove that it did not
925 know, or have reason to know, that its discharge, alone or in conjunction with discharges from
926 other sources, would cause Pass Through or Interference and that

927
928 A. the discharge did not change substantially in nature or constituents from the User's
929 prior discharge when the City was regularly in compliance with its NPDES permit, and in

930 the case of Interference, was in compliance with applicable sludge use or disposal
931 requirements.

932
933 SECTION 8 EFFECTIVE DATE

934
935 This ordinance shall be in full force and effect immediately following its passage, approval, and
936 publication, as provided by law.

City of Bel Aire, Kansas



STAFF REPORT

DATE: November 29, 2023
TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Bel Aire Lakes Engineering Services

Proposal Focus:

Our Mission

- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

- Working Together – Departments working together as one team. Staff working with residents, HOA’s and neighborhoods. Citizens working with each other.

Current Situation:

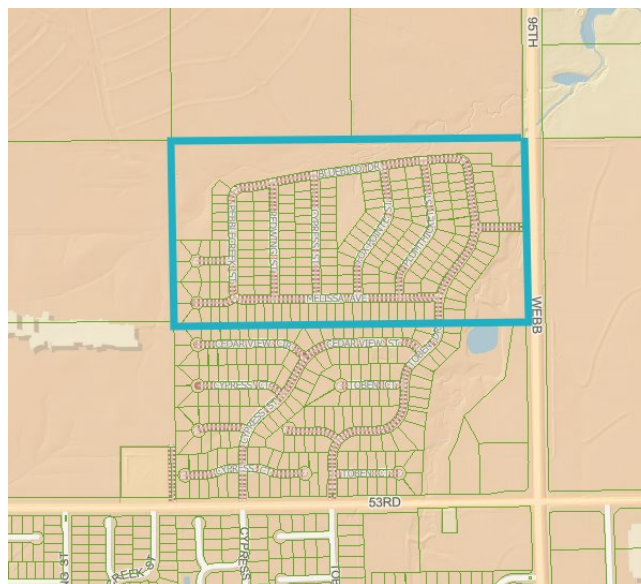
The Developer is ready to initiate the engineering design on Phase 1 of the Bel Aire Lakes development.

Goals:

- To work with the Developer to grow the City in an attractive, safe manner that is consistent with City standards.

Discussion:

The Developer has asked Certified Engineering Design (CED) to prepare an agreement for Engineering Design services for their development.



Financials:

The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the Agreements for Professional Services from CED in the amount of \$284,975 for the design, construction staking, construction administration and observation for the water, sanitary sewer and street improvements.

CONTRACT
FOR
ENGINEERING SERVICES
BETWEEN
THE CITY OF BEL AIRE, KANSAS
AND

CERTIFIED ENGINEERING DESIGN, P.A.
1935 West Maple
Wichita, Kansas 67213-3311

**WATERLINE, SANITARY SEWER, PAVING, AND DRAINAGE
IMPROVMENTS FOR BEL AIRE LAKES ADDITION
BEL AIRE, KS**

THIS CONTRACT, made this ___ day of _____, 2023, by and between THE CITY OF BEL AIRE, KANSAS, party of the first part, hereinafter referred to as the “CITY” and CERTIFIED ENGINEERING DESIGN P.A., Wichita, Kansas, party of the second part, hereinafter referred to as the “CONSULTANT”.

WITNESSETH:

WHEREAS the CITY intends to construct waterline, sanitary sewer, paving and drainage improvements for Bel Aire Lakes Addition, in Bel Aire, Sedgwick County, Kansas.

All of the aforesaid being located within the corporate limits of the CITY, and hereinafter referred to as the “PROJECT”; and

WHEREAS, the CITY is authorized by law to employ a consulting engineer to assist in the plans, supplemental specifications and the estimates of quantities of work for the PROJECT ; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish the engineering services as required for the development of plans, supplemental specifications and the estimates of quantities of work for the PROJECT.

A.. PLAN DEVELOPMENT

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design.
2. Soils and Foundation Investigations. The CITY may authorize the CONSULTANT to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. The cost of soils and boring investigations shall be non-engineering costs of the PROJECT, not included in this contract.
3. Prepare engineering plans, plan quantities and supplemental specifications as required.
4. Identify all known potential utility conflicts and present recommended solutions to such conflicts and, when authorized by the CITY, provide prints of plans to each utility identifying the problem locations. CONSULTANT shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings.

II. IN ADDITION, THE CONSULTANT AGREES:

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES.

B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the PROJECT.

C. To furnish the CITY plans for the PROJECT that have been approved and accepted by all necessary and applicable state and federal agencies.

D. To make available during regular office hours at its Wichita office, all

calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

E. To deliver to the CITY the original tracings of the completed plans and other pertinent drawings and documents for the PROJECT, all of such documents to become the property of the CITY.

F. To submit to the CITY an Engineer's estimate of the quantities of work units for the PROJECT incorporating all items of work included in the plans.

G. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To submit a single and final billing to the CITY for the engineering design services upon completion of the design work.

I. To complete and deliver plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below:

EXCEPT that the CONSULTANT shall not be responsible or held liable for the time required for reviews by the approving parties or other delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.

Plans, specifications and estimates to be completed by **June 30th, 2024.**

J. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages, resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00. In addition, a Workers' Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workers' Compensation Laws. The liability limit shall be not less than:

Workers' Compensation - Statutory

Employer's Liability - \$500,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the City's Office.
- B. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.
- C. To provide the right of entry for CONSULTANT'S personnel in performing field surveys and inspections.

IV. PAYMENT PROVISIONS

- A. Payment to the CONSULTANT for the performance of engineering design services required by this agreement shall be made on the basis of the lump sum fee amount specified below, which shall not be exceeded.

<u>DESCRIPTION</u>	<u>NOT-TO-EXCEED FEE</u>
Design of Waterline Improvement Plans	\$ 25,159
Design of Sanitary Sewer Improvement Plans	\$ 32,804
Design of Paving and Drainage Improvement Plans	\$ <u>145,590</u>

B. Payment to the CONSULTANT for the performance of the Construction Staking services required by this agreement shall be made on a lump sum with estimate for project purposes, which shall not be exceeded, of:

<u>DESCRIPTION</u>	<u>NOT-TO-EXCEED FEE</u>
Waterline Construction Staking	\$ 10,064
Sanitary Sewer Construction Staking	\$ 13,122
Paving and Drainage Construction Staking	\$ <u>58,236</u>

C. Reimburse the CONSULTANT for Utility Permit Agreement fees and design review fees.

D. If additional work should be necessary by virtue of major changes in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the lump sum fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a fee for profit based upon a fixed percentage of the CONSULTANT'S actual costs.

B. That the original tracings for the final Engineering Plans and other

pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT in accordance with this agreement; and there shall be no restriction or limit on their further use by the CITY.

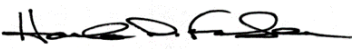
C. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and can not be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, THE CONSULTANT has executed this agreement and THE CITY has caused this agreement to be signed by its Mayor and attested by its City Clerk with the seal of the City of Bel Aire, Kansas impressed thereon on the day and year first above written.

CERTIFIED ENGINEERING DESIGN, P.A.



Harlan D. Foraker, P.E.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

City of Bel Aire, Kansas



STAFF REPORT

DATE: December 8, 2023

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Sunflower Commerce Park 3rd Infrastructure Bids

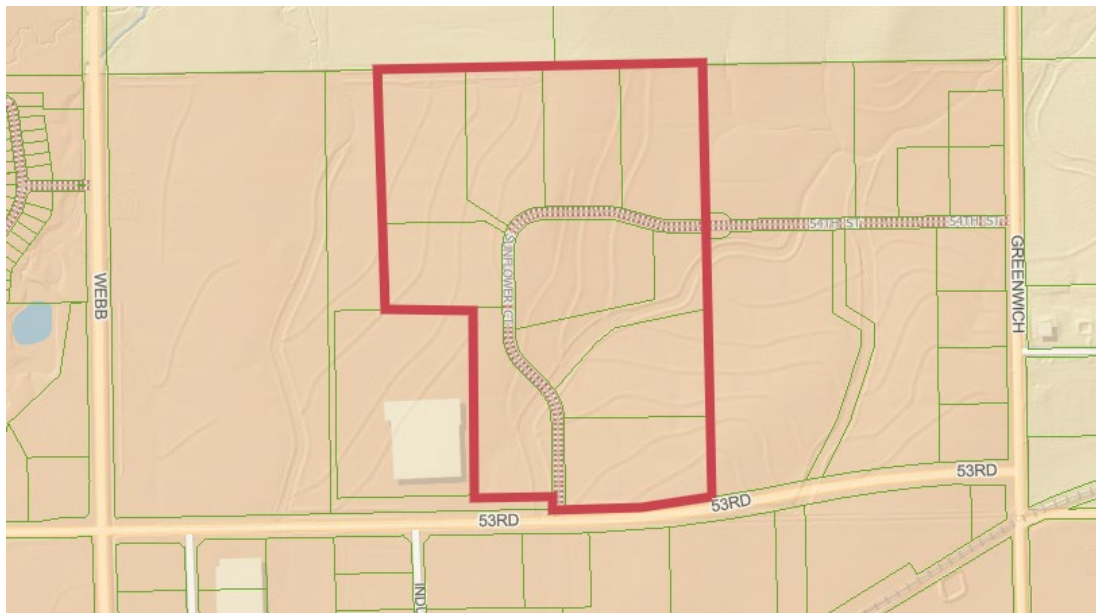
BACKGROUND:

The Developer of Sunflower Commerce Park 3rd is ready to move forward with the construction of the Water, Sanitary Sewer and Paving Improvements to support warehouse buildings in this subdivision.

DISCUSSION:

SEH worked with the Developer to design the infrastructure improvements for Sunflower Commerce Park 3rd. Bids were accepted on December 5th for the project. Four contractors responded to the solicitation.

Contractor	Base Bid	Alternate Bid
Engineer’s Estimate	\$1,214,617.00	\$1,194,796.00
Dondlinger	\$1,057,755.85	\$1,045,863.25
McCullough	\$1,182,985.85	\$1,150,680.85
Mies	\$1,152,216.50	\$1,139,002.50
Nowak	\$1,210,918.59	\$1,245,208.92



The difference between the base bid and alternate bid is in the paving. The Base Bid includes an 8” concrete pavement (doweled transverse jointing). The Alternate Bid includes a 9” unreinforced concrete pavement.

FINANCIAL CONSIDERATIONS: The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots.

POLICY DECISION: Staff adhered to the purchasing policy in gathering a minimum of three bids for the project.

RECOMENDATION: Staff recommends that the City Council accept the Base Bid from Dondlinger Construction for \$1,057,755.85. For the minimal increase in price, the 8” doweled pavement will provide increased protection from joint separation/movement.

Section XI, Item D.



TABULATION OF BIDS

PROJECT NO.: BELAC 174083
NAME: SUNFLOWER COMMERCE PARK 3RD PUBLIC INFRASTRUCTURE PHASE 1
OWNER: CITY OF BEL AIRE, KANSAS
BID DATE: 12/9/2023

Table with columns: ITEM, QUANTITY, UNIT, DESCRIPTION, ENGESTIMATE (UNIT COST, TOTAL), 1 NOWAK CONSTRUCTION (UNIT COST, TOTAL), 2 MEE CONSTRUCTION (UNIT COST, TOTAL), 3 DONOLINGER & SONS (UNIT COST, TOTAL), 4 MCCULLOUGH EXCAVATION (UNIT COST, TOTAL). Rows include Sanitary Sewer, Storm Sewer, Water Main, and Paving items.

Section XI, Item D.



TABULATION OF BIDS

PROJECT NO.: BELAC 174083
 NAME: SUNFLOWER COMMERCE PARK 3RD PUBLIC INFRASTRUCTURE PHASE 1
 OWNER: CITY OF BEL AIRE, KANSAS
 BID DATE: 12/9/2023

ITEM	QUANTITY	UNIT	DESCRIPTION	ENG ESTIMATE		1 NOWAK CONSTRUCTION		2 MES CONSTRUCTION		3 DONOLINGER & SONS		4 MCCULLOUGH EXCAVATION	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GROUP D: ALTERNATE PAVING													
42	1.00	EACH	CONNECT TO EXISTING PAVEMENT	\$3,000.00	\$3,000.00	\$4,899.70	\$4,899.70	\$900.00	\$900.00	\$2,500.00	\$2,500.00	\$4,899.70	\$4,899.70
43	6,607.00	SQ YD	SUBGRADE PREPARATION	\$1.50	\$9,910.50	\$1.80	\$11,892.60	\$1.00	\$6,607.00	\$1.20	\$7,928.40	\$1.80	\$11,892.60
44	6,607.00	SQ YD	9" CONCRETE PAVEMENT	\$50.00	\$330,350.00	\$54.81	\$362,129.67	\$54.50	\$360,081.50	\$54.50	\$360,081.50	\$49.62	\$327,839.34
45	6,607.00	SQ YD	6" REINFORCED ROCK BASE	\$13.00	\$85,891.00	\$9.85	\$65,078.95	\$8.00	\$52,856.00	\$6.00	\$39,642.00	\$9.85	\$65,078.95
46	18.20	STA	COMPACTED EARTH SHOULDER	\$250.00	\$4,550.00	\$295.86	\$5,384.65	\$150.00	\$2,730.00	\$45.00	\$819.00	\$295.86	\$5,384.65
47	18.20	STA	COMPACTED ROCK SHOULDER	\$500.00	\$9,100.00	\$890.85	\$16,213.47	\$1,300.00	\$23,660.00	\$225.00	\$4,095.00	\$890.85	\$16,213.47
48	37.00	TN	SLOPE RIPRAP	\$75.00	\$2,775.00	\$181.89	\$6,729.93	\$63.00	\$2,331.00	\$45.00	\$1,665.00	\$181.89	\$6,729.93
49	400.00	SQ YD	TEMPORARY TURNAROUND	\$26.00	\$10,400.00	\$39.62	\$15,848.00	\$17.00	\$6,800.00	\$14.00	\$5,600.00	\$39.62	\$15,848.00
50	2.00	EACH	END OF ROAD BARRICADE	\$1,500.00	\$3,000.00	\$3,883.00	\$7,766.00	\$925.00	\$1,850.00	\$925.00	\$1,850.00	\$3,883.00	\$7,766.00
51	2.50	AC	SEEDING	\$1,500.00	\$3,750.00	\$1,440.00	\$3,600.00	\$850.00	\$2,125.00	\$1,440.00	\$3,600.00	\$1,440.00	\$3,600.00
52	1.00	LUMP SUM	MOBILIZATION	\$20,000.00	\$20,000.00	\$12,850.60	\$12,850.60	\$47,571.00	\$47,571.00	\$23,000.00	\$23,000.00	\$21,518.59	\$21,518.59
53	1.00	LUMP SUM	MATERIAL TESTING	\$6,000.00	\$6,000.00	\$5,900.00	\$5,900.00	\$6,600.00	\$6,600.00	\$5,100.00	\$5,100.00	\$3,883.77	\$3,883.77
TOTAL GROUP D					\$488,726.50		\$518,293.57		\$514,111.50		\$455,880.90		\$490,655.00
TOTAL GROUP A - D ALT BID					\$1,194,796.00		\$1,245,208.92		\$1,139,002.50		\$1,045,863.25		\$1,150,680.85

AGREEMENT FOR SENIOR CENTERS

by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF BEL AIRE
Bel Aire Senior Center

This Agreement made and entered into this ____ day of _____, 2023, by and between Sedgwick County, Kansas (“County”) and City of Bel Aire (“Contractor”).

WITNESSETH:

WHEREAS, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 Purpose and Scope of Work. Contractor shall provide senior centers to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

1.2 Term. This Agreement shall be for the period from January 1, 2024, through December 15, 2024. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2024, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2025 and (b) funds are available for the 2025 program year.

SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month following each calendar quarter. These quarterly reports will include the following:
 - i. Total **unduplicated membership count** (participant must physically come in to the Center to be counted).
 - ii. Total **duplicated participant count** for each *Baseline, Special Event* and *Educational* activity.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.
- k. An eligible participant in this program is:
 - i. a resident of Sedgwick County, Kansas; and
 - ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 Compensation. Payments made to Contractor pursuant to the terms of this Agreement shall be on a reimbursement basis of:

Salaries/Benefits	\$18,000.00
TOTAL	\$18,000.00

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed EIGHTEEN THOUSAND DOLLARS (\$18,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

3.2 Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line item billings must include documentation to support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 15, 2024. County will not honor any requests for reimbursement compensation received after this date.

3.3 Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

3.4 Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR'S PERSONNEL

4.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

4.2 Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

4.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department of Aging & Disabilities is also be an employee of Contractor at time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement;

- c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

4.4 Interest of Contractor. Contractor covenants and warrants 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 program services pursuant to this Agreement.

4.5 Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Advisory Council Members. *[reserved]*

4.7 Gratuities and Favors. Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

4.8 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

5.1 Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

5.2 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

5.3 County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to Department of Aging & Disabilities & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

5.4 Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of the program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

5.5 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

5.6 Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of Sedgwick County Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be

submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to the Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10th) day of July 2024 and January 2025:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

5.7 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

5.8 Access to Records. At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

SECTION 6 :SUSPENSION & TERMINATION

6.1 Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

6.2 Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many

outstanding obligations as reasonably possible. In such event, County’s maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days’ written notice.

SECTION 7:MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County’s worker’s compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor’s governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department of Aging & Disabilities
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor’s Office
Attn: Contract Notification
100 North Broadway, Suite 650
Wichita, Kansas 67202

Contractor: City of Bel Aire
Attn: Contract Notification
7651 East Central Park Ave.
Bel Aire, Kansas 67226

7.4 Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such

loss and/or damage arises out of Contractor’s negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7.5 Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker’s Compensation Applicable State Statutory Employer’s Liability	
Employer’s Liability Insurance:	\$100,000.00
Contractor’s Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	\$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	\$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

7.6 Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

7.7 Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

7.8 Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

7.9 Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

7.10 Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

7.11 Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

7.12 Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

7.13 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

7.14 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.15 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.16 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7.17 Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in

the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

7.18 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

7.19 Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

7.20 Publicity. Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

7.21 Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

7.22 Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

7.23 Documentation of originality or source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grants from Sedgwick County.

7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

7.25 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment) and Exhibit B (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF BEL AIRE

Peter F. Meitzner, Chairman
Commissioner, First District

Mayor

APPROVED AS TO FORM ONLY:

Adrienn F. Clark
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

APPENDIX A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.
County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County

in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County’s fiscal year.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); the Genetic Information Nondiscrimination Act of 2008 (“GINA”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as “HIPAA”), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.
19. **Safety Recall Notices.** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 18 survives expiration or termination of the Agreement.

EXHIBIT B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

**EXHIBIT C
PROGRAM GOALS AND OBJECTIVES**

Senior Center Goals and Objectives.

A Senior Center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, Senior Center programs take place within and emanate from a facility. The senior center will be open four (4) to six (6) hours per day, five (5) days per week.

A. GOALS.

1. Each Center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
2. Each Center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
 - a. Adult Day Services
 - b. Case Management
 - c. Chore/Minor Home Repair
 - d. Commodities
 - e. Employment
 - f. Forms Assistance - Entitlement/Social Security/Medicaid
 - g. Housing Assistance/Referrals/Matches
 - h. In-home Services – Respite/Homemaker/Attendance Care including: program literature, resources from the director
 - i. Legal Assistance
 - j. Nutrition - Congregate/Homebound
 - k. Shopping and Errand Assistance
 - l. Support Groups
 - m. Translation/Interpretation
 - n. Transportation
 - o. Wellness Screenings
3. Each Center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline, Special Events/Projects* and *Education* sections.
 - a. Each Center shall work to mobilize interest, skills and abilities of Center participants in order for them to assist other elders within the community.
 - b. Each Center shall serve as a catalyst in bringing Center participants together with services that will meet their various needs.

B. OBJECTIVES.

Each Senior Center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of Center activities. They should also be encouraged by the Center to become involved in community activities.

The senior center will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all Centers. Baseline activities are Center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). A Center will be required to provide a minimum of seven (7) Baseline activities from the following:
 - a) Crafts
 - b) Exercise
 - c) Games
 - d) Potluck/Meals (not including congregate meals)
 - e) Social/Support Groups

- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the Center director. These activities are to be specified through a description with projected outcomes. A Center will be required to provide a minimum of ten (10) Special Events/Projects per year. Examples include:
 - a) Community Charities
 - b) Fundraising
 - c) Intergenerational Programs
 - d) Dinner Events with Programs
 - e) Musical Events

- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the Center director. These activities are to be specified through a description with projected outcomes. A Center will be required to provide a minimum of thirty-five (35) Educational activities per year. At least eight of the 35 activities must include a program on each of the following programs: an evidence-based program (programs rated on Administration for Community Living Administration of Aging & Disabilities' Older American's Act Title IIID highest level evidence-based health promotion\disease prevention programs), caregiver, mental health, health promotion\disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:

- a) Community Education
 - b) Education Services
 - c) Health Presentations/Workshops
 - d) Advocacy Opportunities
 - e) Retirement Planning
 - f) Volunteer Services and Opportunities
 - g) Educational Tours and Cultural Enrichment
- 4) The Center will employ at least a half time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the Center director is expected to:
- a) Create/Provide an entry point for aging services.
 - b) Be informed of Aging & Disabilities services available within the community.
 - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other Centers, and participants to create opportunities for the Center, including:
 - * Advocacy
 - * Counseling
 - * Information and Assistance on services, which includes those, listed in section 2.A.2) (also includes program literature and resources).
 - * Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
 - d) Provide the specified number of activities for each category.
 - e) Work to increase Center membership, and membership participation in activities, and submit an annual measurement of Center membership growth.
 - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
 - g) Require participation by a Center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences,

- which may be made up by attending a monthly Aging Network meeting.
 - h) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
 - i) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
- 5) The Center will have adequate space for the following:
 - a) Social and companionship activities; and
 - b) Separate privacy area for the purpose of counseling or meetings.
 - 6) A Center should work to recruit volunteers to expand the services and activities with an emphasis on additional Center "Goals and Objectives" which expand Center programs and roles in the community.
 - 7) A Center should expend the funds as outlined in the budget to accomplish the goals of the program.

NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITIES & DISABILITIES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

1. Seventy-five percent (75%) of participants will express that through their involvement with the senior center they have increased their level of activity and increased or changed their knowledge, skills or behavior.

SPECIFIC SENIOR CENTER GOALS, OBJECTIVES & OUTCOMES

Goal:

To sustain and improve social opportunities to remain connected to the community.

Objective:

Provide at least four community meals a year to 20 unduplicated seniors.

Outcome:

Eighty percent (80%) of the participants participating in the meals will indicate that social opportunities have been maintained or improved as a result.

Goal:

To improve or maintain a healthier weekly routine to remain independent.

Objective:

Provide at least four activities each month that apply to exercise and health to 25 unduplicated seniors.

Outcome:

Eighty percent (80%) of the participants participating in the activities will state that they have improved or maintained a healthier lifestyle.

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DATE: December 13, 2023
TO: Ty Lasher, City Manger
FROM: Ted Henry, Assistant City Manager/ Finance Director
SUBJECT: Purchasing Summary for Enterprise Resource Planning (ERP) System

Current Situation

City Staff is experiencing operational issues created by our current 20+ year-old Enterprise Resource Planning (ERP) system. The existing system, which supports finance, court, licensing and permitting, recreation, utility billing, and human resources, has reached a point of obsolescence and is inhibiting our ability to meet the evolving needs of our community.

To address this challenge, we have engaged the expertise of Mr. Brian Mackey, a Bel Aire citizen, and an expert in deploying enterprise IT solutions. Mr. Mackey has reviewed our current processes and has played a key role in assisting our staff with the selection of a recommended ERP system that aligns with the specific needs of the City of Bel Aire.

The proposed ERP system will not only replace our outdated technology but also integrate and streamline various standalone systems across different departments. This consolidation includes modules for finance, court, licensing and permitting, recreation, utility billing, and human resources, providing a unified and efficient platform for the operations of our city.

Mr. Mackey presented his findings at the December 12th, 2023, workshop and Ted discussed how the new system would significantly streamline our current processes. Of note is the emphasis on improving online customer service, a crucial aspect of modern governance that aligns with our commitment to providing accessible and efficient services to our community.

As our city continues to grow, deploying a modern ERP system will not only enhance service delivery but will also optimize our operations, making our employees more productive. This approach is essential to managing increased service demands without the necessity of hiring additional personnel, thereby ensuring fiscal responsibility and efficient resource allocation.

Bel Aire developed a Request for Proposal (RFP) for a new Enterprise Resource Planning (ERP) System in September of 2023. Following this, we received a total of four bids, yet only two of them aligned with the RFP requirements, prompting the advancement to the next stage, which involved comprehensive demonstrations of their respective systems.

Our Bel Aire team, with Mr. Mackey, dedicated their time to review and score each proposal put forth by the two finalists. Caselle Software and Tyler Technologies both specialize in delivering ERP solutions tailored specifically for local government entities. Despite this common ground, their offerings exhibit distinct differences in terms of features, functionality, and overall approach to addressing our unique needs and challenges.

(See scoring attached) Tyler Technologies clearly scored better in each category.

Bids Received:

Four bids were received, Two bids meet RFP requirements:

<u>Company (One-Time Fee and Year 1)</u>	<u>Total</u>
Tyler Technologies	\$304,178
Caselle	\$141,477
<u>Annual Subscription</u>	<u>Total</u>
Tyler Technologies	\$107,845
Caselle (with 3 rd party Recreation)	\$77,212
Current Spend	\$69,383
Current Spend (with CC Fees Included)	\$124,279

Budgetary Considerations:

The CIP has budgeted for the initial replacement of the ERP system in 2024. Additional annual cost will be planned and added to the 2025 General Fund Budget.

Recommendation:

Staff highly recommend the selection of Tyler Technologies as our ERP provider. The consolidation onto a single ERP will effectively eliminate the complexity and costs associated with legacy systems. With Tyler Technologies, we gain access to a fully functional utility portal, enabling the City to align with online customer service and transaction practices observed in other municipalities. The introduction of a self-service court portal enhances operational efficiency by freeing up the Court Clerk for more strategic activities. Tyler Technologies also offers fully automated timesheet and payroll processes, eliminating the need for paper-based documentation. The fully integrated Utility Billing within the Tyler system streamlines operations, eliminating wasteful Close Out reconciliation processes between eCity and gWorks. Real-time utility payment processing is a key feature, significantly improving efficiency by eliminating wasteful aspects of the cutoff process.

Moreover, Tyler Technologies ensures fully PCI-compliant payment processing hardware and software, addressing and eliminating risks. This move not only streamlines our operations but also strengthens our posture concerning data security, privacy, and accessibility, making Tyler Technologies a robust and comprehensive choice for our ERP needs.

The City of Bel Aires' procurement policy emphasizes the pursuit of optimal value in every city purchase. Quality and service are just as important as pricing in securing the best good or service for the purpose intended. This multifaceted approach aims to ensure the efficient operation of city facilities while maintaining responsible financial stewardship.

We acknowledge the higher upfront cost. However, this decision will eventually lead to measured and unmeasured benefits in the long run. As our city continues to grow, deploying a modern ERP system will not only enhance service delivery but will also optimize our operations, making our employees more productive. This approach is essential to managing increased service demands without the necessity of hiring additional personnel, thereby ensuring fiscal responsibility and efficient resource allocation.

CITY OF BEL AIRE, KANSAS

Request for Proposals
For
ERP Software System
ERP RFP 2023

LIFE'S *better* **ON THE EDGE!**

Introduction

The City of Bel Aire (the City) is issuing this Request For Proposal (RFP) for the purpose of soliciting vendor proposals for a comprehensive Municipal ERP solution to serve the current and projected needs of the City. Invitation for bids will be sent out to knowledgeable vendors who are known to have adequate expertise.

The City's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

Before submitting a proposal to the City, vendors replying to this RFP (hereinafter "Vendor" or "Proposer") shall examine the specifications to understand all existing conditions and limitations. The City requests proposals only from Vendor/Proposers who have broad experience with governmental agencies, preferably from Vendor/Proposers who provide software and services only to the public sector, and who are experienced in Financial, Payroll, Utilities, and HR implementations.

The City is seeking the best solution, based on the representative criteria contained in this RFP, for its ERP needs. The successful vendor(s) will seek to establish a turnkey, integrated hardware/software environment for the City, which will satisfy the specifications contained in this RFP, bringing to bear whatever vendor resources are required from the areas of computer systems hardware, software, technical training, conversion, maintenance, and services support.

Criteria for selection will be based on experience, level of fit of the proposed system based on the City's functional and technical requirements, implementation approach, product demonstrations, reference checks and price. The selection process will be conducted in accordance with the RFP and will be led by an in-house project and evaluation team. Vendors shall present 3 references for similar projects for the City to contact-ideally Kansas customers.

The City desires to contract with a single vendor for all hardware and software and hardware/software maintenance, installation, conversion, and support. However, the City reserves the right to evaluate each software application module on its own standard of performance, regardless of whether other or remaining application modules of the Vendor are considered by the City. The City reserves the right to award the system to any one Vendor or a combination of Vendors. In addition, the City reserves the right to purchase any personal computers needed from an alternate vendor.

The City will receive Proposals in the office or emailed to **Ted Henry (thenry@belaireks.gov), Director of Finance, 7651 E Central Park Ave., Bel Aire City, KS 67226, up to the hour of 5:00 p.m. on the 31st day of October 2023.** Label the outer envelope/package or email subject line "**ERP RFP 2023**".

Late proposals will be disqualified. Proposals submitted must be binding for no less than ninety (90) days after the date received. It is the responsibility of the Vendor to deliver the proposal in accordance with these instructions contained above and/or elsewhere in the RFP.

The City will select the proposal, or combination of proposals, that, in its opinion, is in the best interest of the City. The City reserves the right to reject any or all proposals or portions of a proposal. The City also reserves the right to waive minor technicalities in the proposal. The City not only reserves the right at the sole discretion of the City to reject any or all proposals and to waive technicalities, but also reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to

determine which is the best proposal. In addition, to accept the proposal (or proposals) deemed to be in the best interest of the City, i.e., the most qualified proposal will not necessarily be the proposal with the lowest cost. Further, the City reserves the right to accept a proposal (or proposals) for any or all items separately or together.

Purpose of Request for Proposal (RFP)

The City is seeking a proven Municipal ERP system to replace its existing systems, including core financials, payroll and Utility Billing, Code Enforcement, Contractor licensing/ Construction Permitting/Inspections, Solicitor and Business licensing, Recreation, and Court. Also subsystems Online Bill Pay, Payment Kiosk, Interface to Digiticket, Interface to Sensus, Interface to State Court, Web API to interface with Laserfiche, report writing system, (referred to hereafter as Systems.)

In summary, the City prefers that the Solution be developed, implemented, and supported by one Vendor/Proposer, or by one Vendor/Proposer in conjunction with a minimum of third-party vendors. The City prefers that the proposed software Solution be Software as a Service (Cloud Platform). Submitters may propose SaaS, including disaster and recovery services.

The City has specific requirements for the proposed ERP system requested, including full and seamless integration between the ERP applications (resulting in decreased redundancy and duplication of entries); reporting with the ability for analysis; Internet capability/Web access.

The **Finance** department intends to utilize a full Financial Accounting solution for the purposes of performing multi-fund accounting utilizing due to-due from methodology. The City prefers an accounting solution that provides Web-based access with role-based security and single sign on capability; period updates of the Solution; and particular application-specific functionality including versatile budgeting with the ability to create scenarios, multi-year and forecasting; vendor/bid management.

The **Payroll /Human Resources** department of the City intends to utilize a Payroll solution that provides the option for an employee portal; and electronic timesheet entry and management.

The **Utility** department of the City intends to utilize a Billing solution that provides customers opportunity to see account history, request services or changes to services, request work orders, make payments and securely store payment information, and receive city communications and via an online portal.

The City’s Project Goals

The City intends to implement a Solution that will integrate with existing operations and business applications, containing enhanced features and functionality to support increased automation and operational efficiencies.

The City’s Project Objectives

The City’s objectives of implementing an ERP Solution include but are not limited to:

- Increased employee service levels, including access and responsiveness through a Web based, secure self-service application;
- Features that allow for greater staff efficiency and return on effort such as integrated applications, the ability to enter data once across Financial, Payroll, HR, Court, Code Enforcement, Utility Billing and other applications to guard against clerical errors and data redundancy and ensure increased data

integrity, electronic document management to increase efficiency and cost effectiveness, and dashboards for customizable and easily accessible desktops;

Enhanced, user-friendly, robust reporting capabilities to improve decision making

- Automated and streamlined business practices through built-in workflow and after-hours scheduling functionality for routine or time-consuming processes and/or reports;
- Elimination or minimization of mission-critical data being stored in external spreadsheets or databases;

A complete, vendor-supported system that is delivered on-time and within budget, preferably by Vendor/Proposer's in-house implementation staff

- Ongoing system viability and support by the Vendor/Proposer, including minimally-disruptive annual upgrades and enhancements at little or no additional cost to the City;
- A partnership with a Vendor who offers easily-accessible and fully trained teams for product support, as well as a Vendor who offers their client base the opportunity to participate in beta or similar testing for future product releases;
- A long-term business solution and partnership (preferably one that will serve the City well for 15 or more years) with a financially and technologically-viable and stable vendor with a long history in the public sector area, and who supports continual innovation and progression of the City's practices, services and applications;
- In addition, several ancillary applications that could be proposed may be considered, including but not limited to: Software as a Service (preferably hosted by Vendor/Proposer);
- At a minimum, the software must:
 - Be a fund accounting system designed for municipal office users such as the City;
 - Provide online Help within the Solution;
 - Have annual or other data-entry related step-by-step programs to facilitate processes such as new employees, employee changes, and W-2 entry;
 - Meet the user set up, configuration, operation, and reporting standard set by software systems commonly used by municipal organizations similar in size and scope to the City;
 - Have automated reporting capabilities that meet the requirements for State of Kansas and federal tax reporting;
 - Have standard reporting capabilities such that the City's budget can be printed and reported in the format recommended by the State of Kansas
 - Vendor will supply recommendations for additional hardware required, including, but not limited to large format printers, receipt printers, credit card terminals, etc.

The City's Current Software Environment

Since 2001 the City has used Simple City as the core ERP application. The City also utilizes several ancillary software applications, some developed in house and others provided through a variety of software vendors. Because of these disparate systems, all applications are not fully integrated and the City is required to maintain multiple systems in order to meet the intended business objectives. In

addition to seeking a Solution that is fully integrated, the City intends to implement a Solution that provides more robust processing, reporting and scheduling functionality including workflow and Best Business Practices.

After an analysis of the City’s current business practices, the City has identified multiple areas of concern, including:

[ERP] System

- Data entry is redundant. This duplication of data entry and potential for input error has led the City to seek an integrated solution that has been specifically designed for ERP for the public sector, specifically cities.
- The City uses several solutions to meet its management and technology needs.
- Time tracking is done in a spreadsheet format and includes several methods of collection
- Reporting is limited.
- System reports are limited, so users can’t readily get the information they need without running multiple reports, or producing a custom report
- Payroll registers and supporting documents are printed timesheets, time-off requests, reports and journals that travel among multiple departments throughout the payroll process, before being scanned into permanent record retention.
- Many manual processes are in place to do day-to-day activities that should be able to be done on a computer system (including manual paperwork, forms, and spreadsheets).
- The City’s current ERP solution, Simple City, contains the current applications: Finance, Utility Billing, Payroll, Court. Plus, third-party vendors that manage Backflow Management, Code Enforcement, Contractor licensing and permitting, Inspections, Work Orders, Fleet Management, Online Bill Pay, Interface to Digiticket, Interface to Sensus, Interface to State Court, report writing system, (referred to hereafter as Systems.) Currently the City does not have a software or electronic-based solution for Recreation. Vendor should provide a check list of their software versus owned Simple City applications to insure there are no gaps in service.

The City’s Current Technology and Hardware Infrastructure

Information Technology Structure

The mission of the City’s Information Technology Center is to provide innovative and cost-effective solutions to achieve the City’s technology service goals and objectives. The IT Center strives to provide the highest quality of services for a vast spectrum of technology needs from network infrastructure, IT security, and client hardware and software support to application development, project management and system implementation.

The City contracts Imagine IT for technology support, and is responsible for all technology and IT-related programs and issues, including but not limited to:

- Managing the organization’s hardware, software and physical communication;
- Providing a source of guidance for technology issues for staff and associated organizations;
- Maintaining information security and availability;
- Basic computer support and repair for the City;
- Providing a corporate perspective on information technology initiatives; and
- Data management, server maintenance, network communication, guidance and infrastructure management to deliver meaningful information.

Scope of Services

The City is seeking a comprehensive, fully integrated COTS ERP that provides specific capabilities across all proposed modules.

The response “checklist” identifies selected key features, functions and capabilities that the City is seeking from the new Solution. Vendor/Proposer shall indicate compliance with each requirement to enable the City to evaluate the proposed Solution. The precise Scope of Services to be incorporated into the final Contract will be based upon the above-noted items and may be subject to negotiations between the City and the successful Vendor/Proposer.

In summary, the City expects that the Vendor/Proposer understands the following, and the Vendor/Proposers Scope of Services should include, at a minimum:

- A general discussion of the Vendor/Proposer’s understanding of the overall project, a description of the major components or phases of services, and the expected time of completion for each component proposed.
- A description of the software products or modules, licensing options, any customization, operating system and database, and any third party software products included in the proposal that are necessary to achieve the City’s stated Project Objectives, and to meet the functional requirements. Vendor/Proposer may include any software product modules, third party software, or hardware in its proposal that are value-added or optional to be provided by Vendor/Proposer to the City.
- Information on the recommended delivery method for the proposed software solution (on-premise or Vendor/Proposer hosted Software-as-a-Service).
- A description of the standard and ad-hoc reporting capabilities of the proposed solution.
- Methodology and frequency for software upgrades and update releases, and services associated with maintaining the software, including the option to load annual enhancements and upgrades via the Web.
- Vendor/Proposer’s source code policy, if any.
- Description of any post-implementation and ongoing support for the ERP systems, including any levels of support available and which level is being proposed for the City. Include telephone support information (hours of operations and time zone), online capabilities (email and/or online, Web-based community forum options); as well as problem reporting, resolution and escalation procedures, response times for the levels of severity, and other support that may be available (online help, knowledgebase, user groups, conferences, etc.).
- Services that shall include installation of software, project management, implementation, data

conversion, system acceptance testing, training, warranty and documentation. It is preferred that all of these services are provided solely by Vendor/Proposer’s own staff and not third-party providers.

- All hardware required to operate the proposed Solution in an optimal environment. the City will purchase any hardware needed through a separate procurement process.

Specifically the proposed Solution must provide:

- Transactions that are processed in real-time and immediately available for inquiry and reporting.
- A fully integrated system of ERP applications, where shared data is entered only one time.
- A content management component that is fully integrated across the entire Solution.
- Robust workflow across all appropriate modules.
- Reporting that is intuitive and user friendly yet robust, allowing staff to create and/or obtain “standard” or “canned” reports with minimal training; and to create analytical reports for decision-making capabilities.
- Robust audit and transaction logging capabilities.
- Solution should support customer interaction for payment of fees/utility usage through a web interface or interface of a City-owned kiosk
- Solution should interface with Digiticket to provide Court with citation information.
- Web API to interface with Laserfiche

SOFTWARE TO BE INCLUDED

Accounting (GL, Budget, Inventory, Fixed Assets, Contract Management, Project and Grant Accounting, Cash Management, Purchasing/Requestion/Bidding/Vendor management)

Payroll, Human Resource Management including an employee portal and time tracker, applicant tracking.

Planning and Zoning Management including module(s) for Contractor Licensing, Building Permitting Management, Inspections, Contractors Payment Portal

Utility Billing Management including customer portal, cashiering and online payment solutions, interface with city pay kiosks, and online utility billing systems, interface with Sensus and Sensus AMI.

Work orders, Fleet and Facility Management

Court Management that interfaces with Digiticket and State Court System

Recreation Management

Code Enforcement

Backflow device Management (may be part of Utility Module)

SERVICES TO BE INCLUDED

Project Management

Software installation

Data conversion Integration & interface development

Training

Ongoing support & maintenance services

Change management

Extended Consulting Services (optional)

Disaster Recovery

Software as a Service, or hosted, deployment (optional)

Submittal Requirements and Instructions

The Proposer shall include in its proposal, at a minimum, the information outlined in this Section *Submittal Requirements and instructions* in a manner which demonstrates the Proposer’s competence and qualifications for the satisfactory performance of services and delivery of software and other products identified in this RFP.

Vendor/Proposer Questions and Communications

Questions concerning this RFP: Questions must be submitted in writing via email. Any oral responses to any question shall be unofficial and not binding on the City.

Technical questions can be directed to:

Name: Ted Henry, Finance Director

Email: thenry@belaireks.gov

Addenda

Questions will be responded to in the form of written addenda to all Proposers. It shall be the responsibility of each Proposer, prior to submitting their proposal, to determine if addenda were issued. Addenda will be issued via email to all proposers who have received a bid packet from the City. All addenda issued shall become a part of the RFP documents and shall be acknowledged and dated by the Proposer on the Proposal Signature Page.

Proposal Signature Page

An unsigned proposal is not a valid offer therefore, failure to sign the Proposal Signature Form Page will result in the proposal being considered non-responsive, and the proposal rejected. Receipt of an unsigned Proposal Signature Page is not a minor technicality that the City reserves the right to waive.

Submission of Proposals

Proposals in response to this RFP shall be considered received at the time actually received by the addressee or designated contact. Proposals received after the appointed time listed on cover page will be determined non-responsive and will not be considered for evaluation and will be returned to the sender unopened.

- All proposals should be addressed as follows:
- NAME
- the City
- ADDRESS
- CITY STATE ZIP
- Mailed and hand-delivered proposals shall include (1) Original, (1) copy, and (1) CD or jump drive copy.
- Mailed and hand-delivered proposals shall include (1) must be sealed, and outside markings must identify: (1) Proposer's Name, (2) Title of this RFP "ERP RFP 2023"
- Electronically delivered proposals shall be sent to thenry@belaireks.gov and shall be identified by: (1) Proposer's Name, (2) Title of this RFP "ERP RFP 2023"

Product Demonstrations

Following the first level of evaluation, no more than two selected Vendor/Proposers may be invited to make oral presentations or demonstrations to the City's evaluation team, consisting of product, implementation, configuration, and services. The Vendor/Proposer representatives present during the Product Demonstrations shall be technically qualified to respond to questions related to the proposed Solution and its components.

The Product Demonstrations will focus on the:

History and Overview of the Vendor/Proposer;

Ease of use of the system setup and operations by the City staff;

Standard reporting capabilities of the systems, including any Microsoft or other business intelligence-type reporting tools providing the City with the ability to make informed decisions;

Software's ability to perform integrated, seamless workflow and scheduling processes throughout the Solution;

Vendor/Proposer's implementation process, certifications and track record;

Solution's hardware and infrastructure requirements and capabilities, preferably using Microsoft platform and database solutions;

Service level commitment of Vendor/Proposer

References and Site Visits

The City will pursue references checks and/or a visit to the selected finalist(s) reference site(s), to discuss and/or observe the applications in an actual working environment. The City may also request a site visit to the selected finalist(s) place of business.

Vendor Selection

Following the product demonstrations, reference checks and site visits, and based on discussions of conversion and implementation processes, the City may select a single Vendor/Proposer based on initial proposals received, without discussion of such proposals. Selection will not be based on price alone.

The City reserves the right to reject any or all proposals and to waive irregularities or excuse technical defects in any proposal when, in its sole discretion, such waiver/excuse is beneficial to the City. The City further reserves the right to reject the proposal of any Vendor/Proposer who has previously failed to perform property or complete on-time contracts of a similar nature and on a consistent basis, or of any proposed Vendor/Proposer who is not in a position to perform the Scope of Services. Finally, the City reserves the right to award a contract based on initial offers received from Vendor/Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the City shall be deemed to be an acceptance of an offer that such acceptance will be binding upon both parties. A proposing offer should therefore be based on the most favorable terms available from a price, business requirements and technical standpoint.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award.

Contract Advisement and Negotiations, and Statement of Work Development

Contract Advisement and Negotiation

Upon completion of the evaluation process, the selection committee will advise all Vendor/Proposers of its final decision. Once the final determination has been made, the City and Vendor/Proposer will enter into negotiations in order to refine and finalize the terms and conditions of the contract. A Statement of Work will be negotiated and agreed upon between both parties.

Statement of Work Development

If the City determines to award a Contract to the finalist Vendor/Proposer, both parties shall enter into the development of a Statement of Work (SOW).

The Software and Services Contract Agreement shall be sent to the successful Vendor/Proposer for signature. Award of Proposal, if awarded, shall be made by the City’s office to the Vendor/Proposer offering the most advantageous proposal as it meets the requirements, goals and objectives of the City as set forth herein. Although cost is an important factor in this evaluation, it is not the only factor and therefore the City’s office is not obligated to accept the lowest proposal, but will make an award in the best interests of the City after all factors have been evaluated.

No proposal or agreement for Project shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both the Vendor/Proposer and the City.

No the City employee or the City Department has the authority to legally and/or financially commit the City to any contract or agreement for goods or services without the final approval by the City.

Modifications After Award

The City reserves the right to modify the scope of work as it deems necessary during the course of implementation. The Vendor/Proposer shall notify the City of any additional price change, as well as any impact to implementation and/or conversion schedule(s) related to the changed scope of work, prior to proceeding with the scope change.

Project Understanding

This section of the RFP is intended for the Proposer to elaborate and organize its approach to the City project. The Proposer should describe how the overall proposal meets the City requirements, helps the City to achieve its goals, and is the best solution for the City. The Proposer should relate its understanding of the City requirements and goals, the Proposer role in assessing and meeting them, and the challenges that the Proposer unique proposal will help to overcome. These responses should not contain previous answers to questions contained in other sections of this RFP. The intent is to assess project understanding and approach.

- Provide your understanding of the City requested scope of services.
- How do your solution’s unique characteristics make it a good fit for this project?
- What differentiates your proposed solution from your competitors?
- Describe how your proposed system enables the City to achieve greater access to data to meet its business intelligence objectives.
- Describe how your proposed system will enable the City to reduce or eliminate duplication of effort, double entry of data, and the use of off-line systems.
- Explain how your solution can support a centralized customer file that the City can utilize throughout the various applications.
- Explain how your solution can support a centralized address/parcel file that the City can utilize throughout the various applications.
- Based on your understanding of the City project, what are the most significant risks to the project, and how do you plan to mitigate them?
- What is your process for managing, monitoring, and resolving issues that occur during the implementation project?
- How do you keep the project on task during the implementation project?
- Do you recommend any products or services not included in the scope of services that you feel would benefit the City and should be considered for inclusion in the eventual contract?
- What is the expected timeline for the project, broken down by applications or subprojects?

Cost Proposal

Proposers must itemize prices for each module and itemize price for data conversion before presenting the total price. Proposers only presenting total cost may be disqualified. The City reserves the right to contact Proposers on price and scope clarification at any time throughout the selection process and negotiation process.

It is important that Proposers use the format presented in this RFP even if another format is provided. Attachment A should include total price for all software, estimated services, and additional costs to acquire all software and services referenced in the proposal including third party prices.

If third party products or services are included, do not provide separate versions of Attachment A (Costs) for each third-party product.

Do NOT use “To Be Determined” or similar annotations in the cells for cost estimates. The City is asking Proposers to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Proposers may submit additional pricing sheets

as an addendum to the cost template; however the cost template MUST be completed.

The City may award a purchase contract, based on initial offers received without discussion of such offers. A Proposer's initial offer should, therefore, be based on the most favorable terms available. It may also request revised pricing offers from such proposers, and make an award and/or conduct negotiations thereafter.

Attachment A

Software	Cost
Onboarding Fees	
Accounting	
Accounting Data Conversion	
Payroll	
Payroll Data Conversion	
Employee Self-Service	
Employee Expense Reimbursement	
Applicant Tracking	
Work Orders, Fleet and Facilities Management	
Fleet Data Conversion	
Reporting Services	
Court	
Court Data Conversion	
Inspections	
Inspections Data Conversion	
Code Enforcement	
Code Enforcement Data Conversion	
Utility Billing	
Utility Billing Data Conversion	
Vendor Licensing	
Vendor Licensing Data Conversion	
Building Permits	
Building Permits Data Conversion	
Backflow Management	
Backflow Data Conversion	
Recreation	
Recreation Data Conversion	
Reporting Software for Public Facing Reports/Letters	
Interface for State Court System	
Interface for Digiticket System	
Interface for Sensus	
Customer Fees for using ACH payment	
Customer Fees for using Debit Card payment	
Customer Fees for using Credit Card payment	
Data Conversion (Total)	
On Site Training	
Online Training	
Total Cost	

City of Bel Aire

RPF Scoring

<u>Functional Assessment</u>	<u>Weight</u>	<u>Tyler</u>			<u>Caselle</u>		
		<u>Raw Score</u>	<u>Weighted Score</u>	<u>Comments</u>	<u>Raw Score</u>	<u>Weighted Score</u>	<u>Comments</u>
Finance	4	5	20		2	8	
HR	4	4	16		3	12	
Payroll	4	5	20		3	12	
Utility Billing	5	5	25		2	10	
Licensing and Permitting	3	3	9		1	3	
Court	4	5	20		2	8	
Recreation	3	4	12		0	0	Doesn't have recreation
Platform-Document Mgmt	3	4	12	Have their own plus Laserfiche integration	2	6	Won't integrate with Laserfiche
Platform-Reporting	4	5	20	Also offers integration with top reporting tools	3	12	Excel required for any graphing
Functional Total:			154			71	

<u>Technical Assessment</u>	<u>Weight</u>	<u>Tyler</u>			<u>Caselle</u>		
		<u>Raw Score</u>	<u>Weighted Score</u>	<u>Comments</u>	<u>Raw Score</u>	<u>Weighted Score</u>	<u>Comments</u>
Cloud Hosting	5	5	25	AWS	5	25	
Web-Based Client	3	4	12	Moving fully to web-based client	2	6	limited use "Employee Portal"
Security	4	4	16		4	16	
Data Protection	5	5	25	Strong data protection statements and business continuity plans	3	15	No mention of GDPR, CCPA and encryption limited to "Sensitive" data. They do have a DR plan

<u>Technical Assessment</u>	<u>Weight</u>	<u>Tyler</u>			<u>Caselle</u>		
		<u>Raw Score</u>	<u>Weighted Score</u>	<u>Comments</u>	<u>Raw Score</u>	<u>Weighted Score</u>	<u>Comments</u>
Credit Card Security	5	5	25	Offers Audited results	4	20	Claims PCI but no offer of audited results
Audited/Certified Processes	5	2	10	SOC Type 1 and 2	0	0	No mention of SOC compliance
Availability SLA	3	5	15	starting below 99.70%	3	9	
Accessibility	2	4	8	2.0 compliant	0	0	No mention of accessibility
Technical Total:			136			91	

<u>Company Assessment</u>	<u>Weight</u>	<u>Tyler</u>			<u>Caselle</u>		
		<u>Raw Score</u>	<u>Weighted Score</u>	<u>Comments</u>	<u>Raw Score</u>	<u>Weighted Score</u>	<u>Comments</u>
Years in business	4	5	20	42	5	20	
Number of customers	4	5	20	37,000	3	12	
Annual Revenue	3	5	15	\$1.85 bil (2022)	3	9	
Size of development team	5	5	25	900 People	2	10	Only 30 people
Community	4	3	12		3	12	
Support	3	2	6	5x12	2	6	Only 25 people
Customer References	3	5	15		3	9	4 in Kansas
Company Total:			113			78	

Grand Total: 403 240

ORIGINAL

City of Bel Aire ERP Software System ERP RFP 2023

Tuesday, October 31, 2023

John Hardin - Account Executive
5519 53rd St., Lubbock, TX 79414
Phone: 806-790-6622
Email: John.Hardin@tylertech.com



Restrictions on Disclosure

This response from Tyler Technologies, Inc. (“Tyler”) contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler’s partners. Tyler is submitting this response on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or “Checklist”
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Detailed information regarding current customers
- Detailed employee resumes/CVs
- Customized Statement of Work/Implementation Plan

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler’s permission, Tyler will grant that permission in writing, in Tyler’s sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

Trademarks Disclaimer

Because of the nature of this response, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler’s intent to claim these names or trademarks as our own.

Same Tyler Products, New Names

Since 1999 Tyler has been building the best array of software solutions for the public sector. If you have spoken with one of our representatives, attended a demonstration, or browsed our website before 2022, you may notice some changes in our products. Many of Tyler’s products are getting new, simplified names. These updated names will be functional in nature, making it easier to understand what our products do.

Our products are changing in name only. There will be no change in product functionality, support, or services. You can continue to expect the best with Tyler. We are excited to share this journey into the next evolution of Tyler Technologies.



For details, please visit <https://www.tylertech.com/about-us/who-we-are/product-name-update-faq>



Tuesday, October 31, 2023

City of Bel Aire
Ted Henry
Director of Finance
Director of Finance, Ted Henry
7651 E Central Park Ave.
Bel Aire City, Kansas 67226

5519 53rd Street
Lubbock, TX 79414
P: 800.646.2633
F: 806.797.4849
www.tylertech.com

Dear Ted Henry,

Tyler Technologies, Inc. (Tyler) is pleased to submit the enclosed proposal for your evaluation and consideration in response to the City of Bel Aire's RFP for ERP Software System.

The attached proposal details our complete offering. It includes:

- The ERP Pro software solution
- Business Process assessment & consulting
- Implementation of software & services
- Technical and functional staff training
- Ongoing maintenance & support

Tyler has carefully reviewed the project goals, stated objectives, and requirements defined within the RFP, and we are excited about the opportunity to work with the City on this project. We are confident that Tyler's solution brings the right mix of resources, experience, and technology to foster an environment for success.

Tyler provides:

- **Strength** – Tyler's strong financial position and solid business plan ensures that your software is safe from economic downturns. As a publicly traded company, the financial strength of Tyler is transparent. Tyler's proven track record and long-term business strategy protects your office from the hardship you may have experienced of other vendors that sell unproven solutions. Tyler expects to be your vendor for life.
- **Experience** – Tyler knows Kansas - Our Business Analysts actively track legislative changes and provide proactive solutions to clients. We make certain that your software is compliant with state statutes and best practices.
- **Responsiveness** – Tyler positions our product lines to run as independent, responsive business units. We have a team of professionals dedicated exclusively to the Tyler solution. Our team is not pulled in multiple directions like other vendors whose staff must develop, support, and implement multiple products with different missions. Tyler responds to your needs.
- **Continuity** – Tyler's employee longevity helps ensure that your implementation comes from experienced and knowledgeable personnel. More than 60% of employees who were with Tyler a decade ago are still with Tyler today.
- **Tyler Community** – Tyler connects your office to an extensive user community through Tyler Community. Tyler Community is where users share and learn best-practices within a network of

hundreds of other users. Users take part in quarterly design nominations and vote for design changes as the Tyler team coordinates ideas from the knowledge base and practical experience of our user community. Your voice matters, and we listen.

- **Protection** – Tyler’s Evergreen philosophy gives clients the latest technology for the life of the product. Evergreen ensures that your software is always up-to-date with current statutes and new technologies. Our development team delivers four quarterly software updates annually to ensure that the City’s office and citizens have a superior experience using the software.
- **Risk Avoidance** – Tyler is the largest government sector software provider in the United States, with more than 37,000 successful installations across 13,000 sites, 7,200+ employees, 4 million cloud users, and over 1 billion in annual revenue. Our commitment and investment in the government technology market is our sole focus and strategy.

This proposal and cost schedule is valid and binding for 90 days following the RFP due date. Except as set forth in this proposal, this proposal can be released in part or in total as public information in accordance with the requirements of the laws covering same.

Tyler continually seeks out business partners to share in our success rather than just customers. Our partners, like you, understand the difference between value and cost and want what is best for their communities. If you have any questions, please contact John Hardin, your Account Executive at 806-790-6622 or via email at John.Hardin@tylertech.com for more information.

Tyler Technologies authorizes the signatory of this letter to negotiate and bind Tyler Technologies to this response.

Respectfully submitted,



Sean Marlow
President – Municipal and Schools Division
Tyler Technologies, Inc.
Tax ID # 75-2303920

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Executive Summary

Executive Summary

In response to the City of Bel Aire’s RFP, Tyler is proposing its ERP Pro solution. Our response reflects our understanding of your requirements and our ability to deliver the quality products and services you need for a successful project. Tyler’s solution represents the pinnacle of public sector software offering an integrated solution of comprehensive applications designed to resolve the City’s complex needs.

Choice

Though the City of Bel Aire will review many choices during this evaluation process, our goal is to make your choice an easy one. With Tyler, there is no need to move from vendor to vendor, solution to solution, technology to technology. Tyler’s solution is an integral part of a community of employees, customers, and partners who all share a passion for serving the public.

As part of that community, the City will have access to all the tools needed to efficiently manage your operations. With the goal of being the last software company you ever choose; Tyler will work for and with you to consistently provide you with the broadest and most advanced public sector solutions available.

Comprehensive Software & Services

Tyler’s solution is intended to upgrade City of Bel Aire’s departments to the latest system available in today’s marketplace. Tyler’s platform is distinguished from the competitive landscape by the fact that we develop and support 100% of our products in-house. All software development, implementation, and support services are provided solely by our in-house personnel. This has enabled us to build and evolve a software platform and ecosystem that infuses employee passion for industry-specific software automation with the front-line experiences our leading customers have provided. The result of this commitment is the industry’s most powerful, seamless, efficient, user-intuitive, and scalable platform for local government automation. Our group of seasoned consultants, trainers, product experts, and programmers bring years of local government software experience to make your transition a smooth success.

Tyler handles the following aspects of your project under a single contract:

- System Delivery
- Implementation
- Training
- Support and Maintenance
- Software Updates and Upgrades

Commitment

At Tyler, we are uniquely qualified to meet the needs of the City through our experience, our software, and our absolute commitment to customer satisfaction. That commitment, along with the consistent evolution of technology and software features, has resulted in a retention rate of more than 98 percent and long-term relationships with our users. With more than 37,000 customers, this partnership is an integral part of who we are and what we do. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it.

Executive Summary

Protecting Your Investment for Years to Come

Tyler’s “Evergreen” Development Philosophy ensures that the City will always have industry-leading functionality that utilizes current technology. As part of our annual support fee, all enhancements to our software are provided at no additional charge. This allows our users to continue to take advantage of new advances without having to relicense the software. Additionally, these enhancements are delivered in manageable upgrades that do not require a complete reimplementation of the software.

Partnership

We want to thank the City of Bel Aire for the opportunity to respond to your Request for Proposal and for your time and consideration during the review process. At Tyler, we feel the evaluation and selection of new software should be as much about people as it is product, with the ultimate decision resulting in a partnership between the customer and their chosen software provider. It is our firm belief that Tyler is uniquely qualified to be that partner and more than meets the needs outlined by the City of Bel Aire in this document. Should you agree, we look forward to progressing to the next stage in your evaluation process.

Project Understanding Questions

Project Understanding Questions

Project Understanding

This section of the RFP is intended for the Proposer to elaborate and organize its approach to the City project. The Proposer should describe how the overall proposal meets the City requirements, helps the City to achieve its goals, and is the best solution for the City. The Proposer should relate its understanding of the City requirements and goals, the Proposer role in assessing and meeting them, and the challenges that the Proposer unique proposal will help to overcome. These responses should not contain previous answers to questions contained in other sections of this RFP. The intent is to assess project understanding and approach.

Provide your understanding of the City requested scope of services.

The ERP Pro solution consists of more than fifty integrated modules. These software applications are specifically designed to enable governments to be more efficient, more accessible, and more responsive to the needs of their citizens. The modular design of the software allows customers the benefit of growing into Tyler’s applications by adding modules when the time is right.

Consistent integration among Tyler applications has always been a priority and a key benefit to organizations looking to improve their business practices. Consequently, all products in this proposal are designed and supported by Tyler or one of our Business Partners with seamless integration between applications.

Benefits:

- Strength and stability: we've been providing ERP Pro to local governments throughout the US since 1981
- Upgrade when it makes sense for you, at no additional cost
- Pick-and-choose the modules that fit your needs and budget
- Efficient workflow capabilities are user-defined and customized
- User-friendly workspaces that are customizable based on individual roles

How do your solution’s unique characteristics make it a good fit for this project?

At Tyler, we are uniquely qualified to meet the needs of the City through our experience, our software, and our absolute commitment to customer satisfaction. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it. Each of the products and services listed in the response are represented as a description and a list of activities and assumptions. Tyler products will be implemented “off the shelf” without customization or modification, except as detailed in the response.

Tyler’s proposed suite offers integrated applications that are specifically designed to enable governments to be more efficient, more accessible, and more responsive to the needs of their citizens. Consistent integration among applications has always been a priority and a key benefit to organizations looking to improve their business practices. The key benefits to the system include, but are not limited to:

- Providing a single, comprehensive, and integrated solution to manage the City’s business functions
- Streamlining business processes through automation, integration, and workflows
- Providing a user-friendly user interface to promote system use, productivity, and minimize the need for training

Project Understanding Questions

- Eliminating redundant data entry
- Providing many standard reports directly from the software with access to data through inquiry and drill down capabilities
- Providing multiple interfaces to commonly used 3rd party systems

What differentiates your proposed solution from your competitors?

What Sets Tyler Apart

There are a number of key differentiators of Tyler that should be viewed as significantly advantageous to the City.

First and foremost, all of Tyler’s efforts are focused on providing technology solutions to the public sector. Our attention is not diluted by providing solutions to other industries and our staff are industry experts in the public sector arena.

Secondly, Tyler has consciously decided to implement our own projects. We don’t outsource our implementation efforts to 3rd party integrators. We feel this allows us to provide better service to our customers at a much lower cost. Furthermore, due to our expertise in the public sector, we’re able to identify to our customers the best business practices of the public sector more clearly. Our approach to implementation will inevitably result in a project with a greater definition of cost, knowledge transfer, and timeframe.

Third, Tyler adheres to a philosophy called “Evergreen Development.” Under this approach, Tyler will provide all future enhancements including platform changes to the Tyler solution to the City as part of its annual maintenance agreement without additional re-licensing fees. This is a significant divergence from the typical business practices of traditional vendors.

Fourth, Tyler has partnered with Amazon Web Services (AWS) for our SaaS and hosted solutions. AWS provides a simple way to access servers, storage, databases, and a broad set of application services over the Internet. A cloud services platform such as Amazon Web Services owns and maintains the network-connected hardware required for these application services, while you provision and use what you need via a web application. With AWS and Tyler, you can: trade capital expense for variable expense, benefit from massive economies of scale, stop guessing capacity, increase speed and agility, and stop spending money running and maintaining local data centers.

Fifth, if there are modifications to be delivered through the implementation process, it is important to note that these modifications for the City would become part of the generally-released system available to all clients going forward. This allows our clients on annual maintenance to receive additional functionality from new clients as well as our support team does not have to worry that you have modifications when either supporting or upgrading you. Most vendors today still maintain modifications by individual clients which places more stress on their support teams and cost to the client when upgrading.

Project Understanding Questions

Describe how your proposed system enables the City to achieve greater access to data to meet its business intelligence objectives.

Workspaces

The ERP Pro workspace is the user interface that runs in the program shell. Within the workspace, an unlimited number of customized, role-based work stations can be created. Work stations can include data processing screens, custom widget spaces, search results, external web pages, and more.

Widgets

Workstations are customized by including user-defined widgets in the space. Types and content of widgets are only limited by the user’s imagination. Widgets can include application shortcuts or favorites menus, commonly searched terms, system notifications, pinned or scheduled reports, or any sets of data within the application. With Business Intelligence Services, the client can use Tyler’s resources to build custom widgets specific for that client office.



Key Performance Indicators (KPI)

One of the strengths of role-based work stations is the ability to add customized KPIs relevant to the user’s work processes. Whether that’s a list of outstanding invoices to process, information about the budget status, or number of employees on PTO at any given time, KPIs are an instrumental part of developing a more efficient work process.



Drill-Down Functionality

All data used from the application to create widgets include full capability to drill down into the data and jump to active processing screens directly from a workspace. All data is automatically updated back into the widget displaying the data. All lists shown in the application are fully interactive and feature abilities for customized queries, column orders, groupings and more.



Workspace Management

User workspace customization is client-defined. Users can be restricted to pre-defined templates for their workspaces, creating a controlled work environment. By default, individual work stations are displayed as tabs within the ERP Pro shell; however, they can also be undocked and used as stand-alone screens, perfect for dual monitors and power users.

Public sector entities need multiple ways to get information out of their ERP software. That’s why ERP Pro provides more than just traditional paper-based reports for accessing and using critical information. It is designed to provide you with the information you need in the format you want—instantly.

Nearly every application screen throughout the ERP suite includes the ability to create a report of the current data using a variety of output options (print, PDF, Word, Excel). An integrated “query wizard” can be used to guide users through the selection process to create complex queries. These queries can be saved for future and even shared with fellow users to quickly and easily access pre-defined searches at moment’s notice. Leveraging the integrated ERP Pro Scheduler, reports can also be scheduled to automate delivery, printing or archival.

Project Understanding Questions

Describe how your proposed system will enable the City to reduce or eliminate duplication of effort, double entry of data, and the use of off-line systems.

Tyler has a “enter once” philosophy, so depending on the module, duplication of data entry is handled in different ways. For Example, in the Accounts Payable application along with other applications in the software the system checks for duplicate invoice numbers for the same vendor and requires the operator to modify a duplicate number before further processing is allowed.

Explain how your solution can support a centralized customer file that the City can utilize throughout the various applications.

ERP Pro 10 can utilize a single customer file. In other words, the system can have a single contact record. The single contact record will track everywhere that person have lived. It also tracks their balances. A system user can see every address and balance owed by viewing a single record.

Explain how your solution can support a centralized address/parcel file that the City can utilize throughout the various applications.

ERP Pro 10 can use a single service address and a single parcel. Therefore, if a change/update is needed, a system user can update the address (it’s own record) in one place instead of numerous places. The same applies to a parcel (it’s own record). It’s a one-and-done solution.

Based on your understanding of the City project, what are the most significant risks to the project, and how do you plan to mitigate them?

As with any major project, there are risks both large and small inherent to implementing a new software system. That is why you need experts to guide you through the process from start to finish. Tyler has been delivering software solutions to the public sector since 1966. Our vast experience and adherence to the industry-leading Project Management Institute (PMI) approach to project management give Tyler the knowledge to measure risk and to implement procedures which mitigate and minimize risk to our clients.

During the planning stage of the project potential risks and mitigation techniques are discussed to limit impact in a successful project. The largest project risks inherent with a solution implementation of this size are in the adoption of change and the follow through on meeting your stated goals.

In every project, there are people and departments that are resistant to the change required to fully utilize a new solution. It is important that these individuals and groups be identified early in the project, and a communication and coaching plan be put in place to minimize their impact on the project and the intended results. Stakeholders can assist by:

- communicating management’s commitment to the project
- establishing clear internal expectations for the staff
- supporting change management efforts
- enforcing changed business practices
- holding resources accountable for completion of tasks necessary for project deadlines

Implementing a new software solution is a commitment that requires full buy-in from all levels and properly allocated resources for both time and effort. Ensuring that tasks are monitored and prioritized accordingly helps ensure a successful, on-time project completion.

Project Understanding Questions

The best way to minimize any risk and maximize the benefits of a Tyler implementation is to communicate and document decisions as thoroughly as possible during the planning stage of the project. A risk management plan, communication management plan, change management plan, and risk register will all be part of the overall project plan. These documents will provide a list of the potential project risks, identify ways to mitigate the risk that each brings and describe what to do in the case of a risk impacting the project and how to compensate for that change. Communication and planning can help to prepare for risks and mini

What is your process for managing, monitoring, and resolving issues that occur during the implementation project?

During the implementation project, Tyler recommends weekly status meetings with the agency’s project management. These meetings will provide an opportunity to review open action items and issues. In conjunction, a weekly status report will describe any current issues and related actions.

How do you keep the project on task during the implementation project?

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

Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

Please see Tyler’s Implementation Section of this RFP response for additional details on how Tyler manages each project in order to keep them on task.

Do you recommend any products or services not included in the scope of services that you feel would benefit the City and should be considered for inclusion in the eventual contract?



My Civic

My Civic is a comprehensive mobile app designed to promote civic engagement and enhance the quality of life in your community. By placing all of your public-facing engagement tools in a single app, residents will be better connected and play a more active role in the area they call home. You have the freedom to incorporate your own branding and maintain complete control over your content — an approach that allows you to specifically tailor messaging to your community — and your community members can choose when and how to interact with your organization.

Whatever you want to communicate, My Civic offers a comprehensive, affordable, and easy-to-use mobile app experience for you and the people you serve.

Your MyCivic app will stand out with your brand incorporated into the design.

Project Understanding Questions

Put Power in Your Community's Hands

With My Civic, you stay connected with your residents and share the services, resources, and information your organization has to offer. App users can find local news, events, and job postings, and easily locate parks and trails with built-in maps and geolocation services. The app's two-way communication options keep residents informed of the information that's important to them and provides a way for elected officials and leaders to connect with their communities.

Push Notifications: Communicate up-to-the-minute information, such as city office closings or storm alerts, which can be pushed to community members in a particular zip code or geo-located area in real time.

Calendar Feeds: Administrative users can create their own one-time or recurring events, while residents can add the event to their mobile device's native calendar.

News and Multimedia: Choose how you'd like to gather and display content from various sources. My Civic supports RSS feeds, Facebook,

Key Features for Organizations

- Manage one app for your organization
- Create targeted push notifications
- Send surveys and feedback forms
- Provide interactive maps
- Develop virtual tours
- Offer two-way communication with citizens

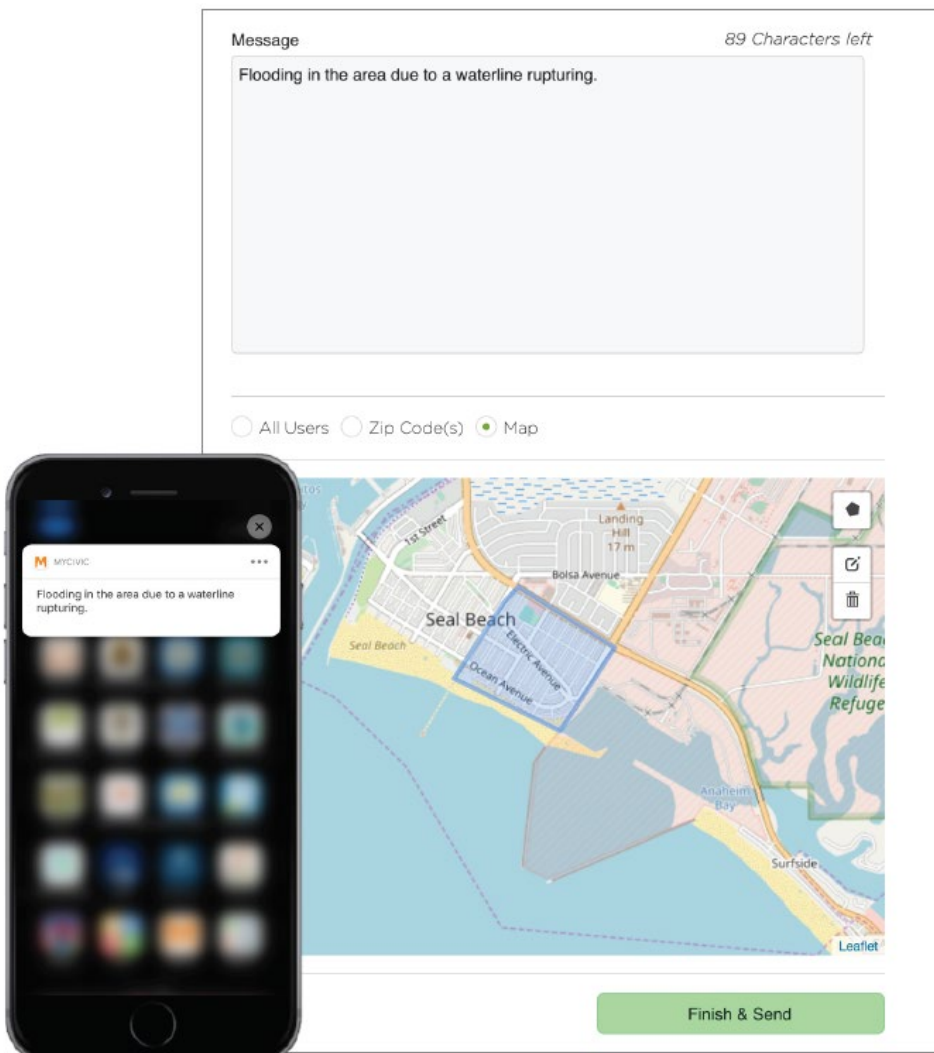
Key Features for Community Members

- Find information
- View event calendars
- Receive real-time notifications
- Find public transportation options
- Map community facilities
- Manage profile preferences
- Provide feedback and suggestions
- Make payments

Instagram®, Twitter®, YouTube®, and photo albums.

People and Information:

Residents can quickly and easily search for an elected official, organizational staff, or a community group through directories. New community members can access additional information specific to their needs.



Push notifications provide a cost-effective way to communicate important information in real time.

Project Understanding Questions

Figure 1. Push Notifications and Map

Maps: Through GIS integration, create a walking tour of your community, develop a walk-through of popular or historic local sites, pinpoint event locations, and generate public transportation maps.

Surveys: Give your community a voice through customizable surveys and feedback forms.

What is the expected timeline for the project, broken down by applications or subprojects?

Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams in order to meet your needs, while keeping in mind Tyler’s guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.

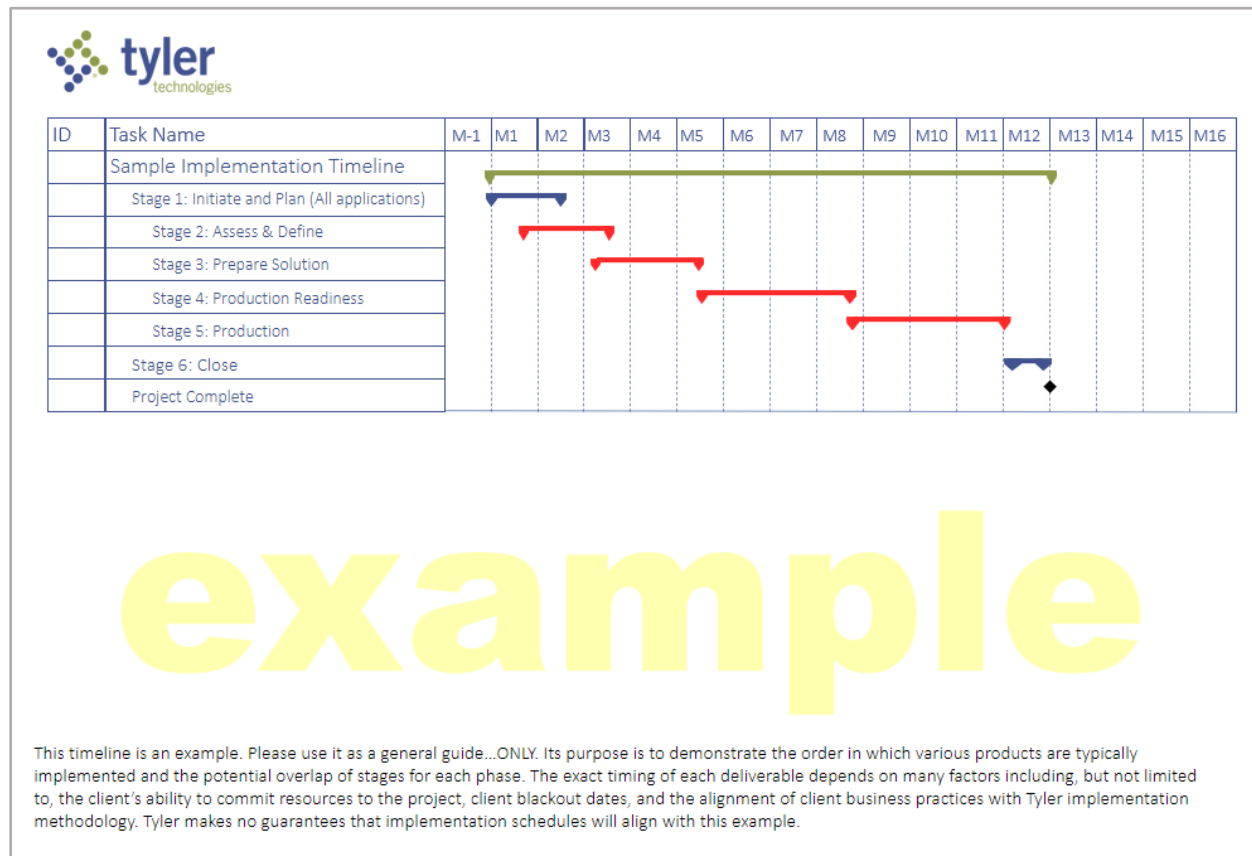
Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests and resource constraints.

Tyler recommends a phased implementation approach, staggering start and live dates for each phase of the project. Live dates will be targets but should not place unnecessary constraints on the project. The following schedule takes into consideration the City’s goals and Tyler’s recommended approach, and assumes the product will be used as is, without additional go-live customizations.

Proposed Project Phases

Proprietary and Confidential – Subject to Restrictions on Disclosure

ERP Pro Financial Management Timeline



Company Background

Company Background

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 37,000 successful installations across more than 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.



Visualize



Analyze



Understand



Engage

Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Property & Recording, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

About Tyler Technologies

- Empowering government and schools to create safer, smarter, and more vibrant communities
- Solutions include Property & Recording, ERP, Civic Services, Health & Human Services, Courts & Justice, Public Safety, Data & Insights, and Schools
- Headquartered in Plano, Texas, with 68 office locations across the U.S., Manila, and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997
- More than 37,000 successful installations across 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations
- Client retention rate of 98%

Company Background

- 7,200+ employees
- Annual revenues of \$1.85 billion (2022)
- Reinvestment of \$120M into Research & Development
- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1M)

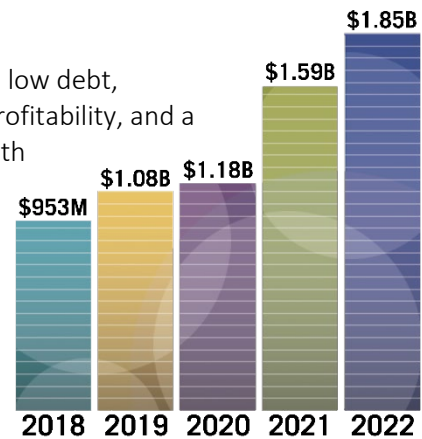
Public Sector Focus

Tyler’s business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

Tyler recognizes that the public sector is generally stable and risk-averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler – a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services.

Financial Stability

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 41 consecutive quarters of profitability, and a total revenue for 2022 of \$1.85 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.



For additional revenue information please visit www.tylertech.com

Industry Leadership

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts; therefore, our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler’s most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs 7,200+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low – in recent years, about half of the industry average.

Company Background

Company Recognition

Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 27,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.

Innovative and Strong

- Dow Jones Sustainability Index for North America (2021, 2022)
- Barron's 400 Index ranking, a measure of the most promising companies in America (eight times)
- Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)
- Forbes' "Most Innovative Growth Companies" list (2015-2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (twelve times)
- Audit Integrity's "America's Most Trustworthy Companies" list (2007)

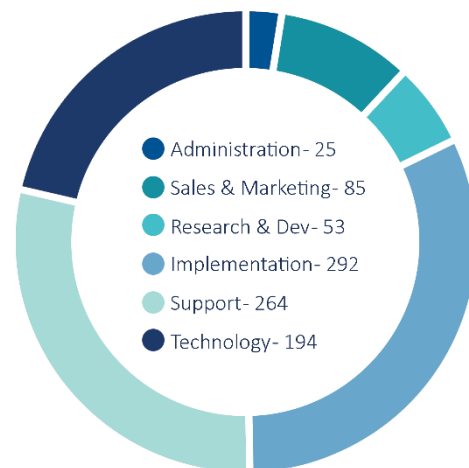
Our Experience

Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our clients. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

Dedicated Workforce

Tyler Technologies has more than 7,200+ employees with more than 900 of those solely devoted to the proposed products and services. Employees within the Tyler family share a common enthusiasm for serving organizations in the public sector.

Tyler's training and support staff for our proposed products and services includes experienced developers, installers, consultants, industry professionals, and certified network technicians. Their commitment to excellence, quality training, and support is second-to-none.



References

References

Name of Site	City of Mulvane, KS
Contact Name	Debbie Parker
Contact Title	City Clerk
Address	211 N. 2 nd Ave
Phone	316-777-1143
Email	Dparker@mulvane.us
Tyler Products	ERP Pro 10
Summary	

Name of Site	City of Haysville, KS
Contact Name	Angela Millspaugh
Contact Title	City Clerk/Treasurer
Address	200 W. Grand Ave
Phone	316-529-5900
Email	Amillspaugh@haysville-ks.com
Tyler Products	ERP Pro 10
Summary	

Name of Site	City of De Soto, KS
Contact Name	Bonnie Bennett
Contact Title	Finance Director
Address	32905 W. 84 th Street
Phone	913-586-5262
Email	Bbennett@desotoks.us
Tyler Products	ERP Pro 10
Summary	

Name of Site	City of Arkansas City, KS
Contact Name	Tiffany Parsons
Contact Title	City Clerk
Address	118 W. Central Ave
Phone	620-441-4412
Email	Tparsons@arkansascityks.gov
Tyler Products	ERP Pro 10
Summary	

References

Name of Site	City of Waxahachie, TX
Contact Name	Gail Turner
Contact Title	Finance Director
Address	408 S. Rogers
Phone	469-309-4000
Email	Gturner@waxahachie.com
Tyler Products	ERP Pro 10
Summary	

Name of Site	City of Hallettsville, TX
Contact Name	Grace Ward
Contact Title	City Administrator
Address	101 N. Main Street
Phone	361-798-3681
Email	Cityadmin@cityofhallettsville.org
Tyler Products	ERP Pro 10
Summary	

Solution Overview

Solution Overview

Software Technology

Adhering to a philosophy of “progress without breakage” means we are continually evolving both the technology and the functionality of our product while successfully transitioning our customers through each subsequent generation of software. This strategy has contributed significantly to the 99% customer retention rate within the ERP Pro customer base.

The proposed ERP Pro solution is comprised of important layers.

- The database layer, which utilizes Microsoft SQL
- The business logic layer, which uses Active X, Visual Basic, Delphi, and others
- The client interface layer comprised of objects written in Delphi and C+
- ERP Pro’s latest generation of software offers Microsoft .NET technology

Taking advantage of the tools offered through this revolutionary product along with Microsoft SharePoint, customers can define role-specific security, create user-specific consoles, and set up user-defined and user-specific processes. Query-by-example searches, and recent activity tracking allow users to organize and access data more efficiently. These tools, along with messaging options and expansive reporting capability, give customers what they need to streamline their operations.

Database

Microsoft SQL is the underlying database for Tyler’s applications, offering an RDBMS environment with easy access to the data for exporting, querying, and reporting purposes. This database solution also supports an MS SQL Data Warehouse option for data mining, reporting and analysis capabilities in a user-friendly environment without impacting performance.

Modular Integration

The ERP Pro solution represents an extensive collection of integrated applications that are categorized into suites for Financial Management, Personnel Management, Citizen Services, Court Case Management, Public Safety Management, Mobile Applications, and Online Solutions.

ERP Pro applications are organized in a modular design and utilize a single database for all applications with unlimited concurrent users. The two-fold benefit of this modular approach allows customers to purchase and implement specific applications as needs arise and budgets allow while still offering the integration necessary to maintain a productive and cost-effective environment as new modules are added.

Workflow Capabilities

ERP Pro software provides the tools to allow users to achieve optimal operational efficiency and organizational effectiveness. With that in mind, all ERP Pro applications in this proposal offer close integration and a variety of security options.

ERP Pro software offers electronic workflow throughout the system. Individual steps within a packet also allow for systematic review and approval as well as suspension of transactions. An audit footprint is

Solution Overview

associated with each processing step (input, last edit, approve, update, etc.), which includes user identification, date, and time.

User Interface

Tyler’s ERP Pro software offers a true windows solution taking advantage of the latest tools technology has to offer. Global options include communication alerts, processes, and reports across multiple applications. Extensive filter and query capabilities are available throughout the software allowing users to retrieve records and transactions based on partial entry and viewed prior to selection. With a concept of “find first, edit second”, retrieved records may be edited contingent upon user security. Dynamic grid controls give users greater flexibility in sorting, viewing, and grouping information. User-defined configurations can be saved and are specific to the user. Grid contents can also be printed and exported to Microsoft Excel, HTML or XML formats.

Data validation is also extensive throughout the ERP Pro solution and includes record checking as well as numeric and decimal enforcement. Calendar buttons offer a fully automated way to select dates by viewing and selecting a day, month, and year on a calendar pad. Users also have the ability to export grid contents to Microsoft Excel, HTML or XML formats.

Workspaces

The ERP Pro workspace is the user interface that runs in the program shell. Within the workspace, an unlimited number of customized, role-based work stations can be created. Work stations can include data processing screens, custom widget spaces, search results, external web pages, and more.

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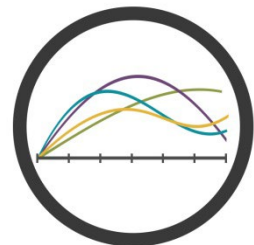
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Solution Overview

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User workspace customization is client-defined. Users can be restricted to pre-defined templates for their workspaces, creating a controlled work environment. By default, individual work stations are displayed as tabs within the ERP Pro shell; however, they can also be undocked and used as stand-alone screens, perfect for dual monitors and power users.

Reporting and Analysis Tools

Beyond the extensive query capabilities available, ERP Pro software also includes standard reporting and analysis tools and an integrated Report Writer for creating ad-hoc reports. All reports in ERP Pro software can be previewed through a viewer with user-defined display parameters, layouts, formats, and printer options. The viewer provides search and go to functionality as well as drill-down options directly to the related data within the software.

Reports can be printed from the viewer at any time or exported to a variety of formats including Microsoft Word and Excel, HTML, CSV, and XML formats. Reports can be scheduled to run automatically at user-specified times in addition to automatic delivery to designated personnel. The Report Writer also allows users to modify existing reports as needed and design new reports more unique to their organization.

Web Capabilities

ERP Pro's web solutions allow organizations to interact with the public and offer access to real-time information through website integration of ERP Pro applications. These web applications are supported by ERP Pro through InSite, a web portal accessed through a link on an existing website for the express purpose of serving the online components within the software. Tyler also offers services designed to facilitate the upload of payment information to the ERP Pro applications.

System Security

Security within the software supports both individual and group permissions simultaneously. These permissions can be assigned to individual applications and programs within applications. The software also tracks which programs are executed and by whom. The system logs information such as date, time, user, program name, and system message for each entry. Other security options available in a number of ERP Pro applications include fund, department, record, tab, and field.

Authentication

As a part of Tyler's continuing efforts to ensure our products are secure and resilient in today's complex application environments, many of our products can integrate with your identity provider through Identity Workforce. Identity Workforce is Tyler's cloud-native authentication service facilitating identity and access management to back-office applications. It provides authentication for products that require federation to a customer's identity provider. This achieves single sign on (SSO) for supported Tyler applications and offers advanced features for expanded capabilities. Currently Tyler supports the following Identity Providers, Google Identity, Azure AD, ADFS, and Okta Agent Sync.

Audit Trail Features

Transactions are processed in ERP Pro using a packet concept (user-defined groups of transactions) creating a system level audit trail of input, edit, registers, approval, and update of data. A footprint is associated with each packet and step reflecting the operator identification, date, and time. Transaction Registers provide

Solution Overview

detailed information including dates, general ledger account names and numbers, transaction amounts, descriptions, and references. All transactions are also branded with an identification that incorporates the source module from which they originated.

Transaction audit reports are an additional audit source and are obtainable for specified date and account ranges. System-generated audit logs are also accessible that track user access to all programs within the system. Additionally, the system creates audit files within a number of the individual applications that log any changes to critical fields. Audit Reports can be generated that reflect the type of change (add, change, or delete), date, time, operator ID, data file, field ID, old data, and new data.

Best Business Practices and Process Improvement

The user-defined customization incorporated into the ERP Pro solution provides users with the ability to define the structure and content of the software according to the best business practices applicable to their specific environment. To complement that flexibility, our implementation approach provides the opportunity to review current business practices and processes. Tyler’s staff can meet with personnel to identify areas for improvement and determine the most efficient workflow environment in all areas of ERP Pro software.

Quality Assurance

Tyler incorporates an extensive Quality Assurance process in the development of our software products. Members of the ERP Pro Quality Assurance team specialize in specific areas of the product line consistently expanding their expertise in that specialty. The appropriate team member is assigned to test the form and function of each component of a new application as well as integration with other ERP Pro applications.

The applicable team member also ensures that any software enhancements perform as expected and validates that any changes made do not have an adverse effect on related programs and systems. In addition to this in-house testing, each new release of ERP Pro software undergoes extensive Beta testing at several customer sites to ensure its reliability in the field.

ERP Pro Financials Suite

Everything you need for complete financial management, powered by the most current, proven technology, is available from the name you can trust. Tyler Technologies’ ERP Pro Financial Management Software transforms complex financial tasks and processes into a centralized workflow for efficiency, productivity, and accuracy, without sacrificing data integrity.

General Ledger

Tyler’s ERP Pro General Ledger is the heart of the financial applications suite, providing comprehensive flexibility and control of financial transactions. This feature-rich fund accounting application automates routine functions and provides access to the source document for many transactions in the general ledger. Users can instantly review and report on relevant financial information. Automatic balancing tools maintain accurate data without excessive data entry while ensuring compliance with standard accounting procedures. General Ledger integrates with other ERP Pro Financial, Personnel, Cashiering, Utility Billing, Customer Relationship Management, and Court modules.

Information & Reports

- Exports report results to Adobe PDF, Microsoft® Excel and Word, and Text.
- Produces predefined reports including:

Solution Overview

- General Ledger Detail Report
 - Chart of Accounts, Transaction Report
 - Budget Report
 - Budget Comparison Report
 - Cash Analysis Report.
- Generates financial statements. Financial Statements may be produced in pivoted and comparison formats.
 - Creates unique Financial Statements using the integrated Financial Statement Designer.
 - Groups accounts to provide quick selection when generating reports.
 - Schedules reports to be delivered to users at a specific date/time.
 - Maintains a complete audit trail for journal entry reversal and reposting.
 - Delivers powerful financial management tools at the individual account level such as: Account status, Detail transactions, Balance tracking for actual, budget, and encumbrance activity.
 - Displays a budget analysis graph for each budgeted line item to compare encumbered and actual dollars against budgeted dollars for the fiscal year.
 - Gives users search grids with printing and exporting capabilities, including a detailed transaction history grid and budget summary grid.

Transaction Efficiency

- Calculates and tracks allocations and supports multiple allocation methods.
- Configures account structures by each account type
- Allows accounts to be included in multiple chart of accounts.
- Provides multiple time-saving features for journal entry processing
- Automatically creates all inter-fund balancing entries when posting transactions across multiple funds.
- Supports concurrently open fiscal years. Periods within open fiscal years may be closed as needed.
- Journal entries may be posted to a closed fiscal year as needed for adherence with audit adjustments.
- Provides tools to easily extract financial information into an existing Microsoft Excel Spreadsheet.

User Friendly

- Complete audit functions include footprints and audit logs for tracking changes to data.
- Comprehensive accounting security at the account and budget level.
- GL accounts offer secured add/edit functionality from anywhere in the system.
- Document attachment feature at the account level.
- Time-saving mass add account feature that quickly creates new accounts based on existing accounts.

Solution Overview

Bank Reconciliation

Tyler’s ERP Pro Bank Reconciliation is an interactive module that reconciles monthly bank statements to general ledger cash accounts. System-wide integration automates the month-end reconciliation process, and postings through the General Ledger are recognized for items such as bank deposits, services charges, interest income, and returned and cleared checks. Bank Reconciliation interfaces with ERP Pro General Ledger, Accounts Payable, Payroll, Fixed Assets, Utility Billing, and Cashiering.

Information & Reports

- Reconciles monthly bank statements to general ledger cash accounts with the ERP Pro Reconciliation Statement.
- Produces monthly reconciliation statements reflecting a summary of balances and period activity for both bank account and general ledger for easy comparison.
- Identifies outstanding items to clear during the current month’s reconciliation, offering a default clearing date to speed up the reconciliation process.
- Produces a Bank Transaction Report offering many filters such as: bank account, transaction type, cleared date, issued date, check number range, and origination. Indicates voided checks on the reconciliation register.
- Tracks the system where an item originated, the account number associated with the item (source), footprint details, and change history.
- Gives users search grids with printing and exporting capabilities, including a bank transaction history grid.

User Friendly

- Indicates quick item lookup features based on amount range, type, status, originating system, and more.
- Notes feature for Bank Accounts and Bank Statements captures important information.

Transaction Efficiency

- Allows multiple bank accounts.
- Processes an unlimited number of cash accounts per fund.
- Handles “pooled cash” function with a consolidated reconciliation process when a single bank account is maintained for multiple secondary cash accounts in various funds.
- Clears outstanding transactions individually, in groups, or electronically by downloading the bank statement via the Internet from your financial institution. (Bank File Import?)
- Accepts adjustments quickly and easily for transactions such as service charges, interest, and miscellaneous items.
- Tracks the beginning date of the next bank statement, notes this date during initial set up for reconciliation account, and thereafter maintains this date whenever you update the account in the Bank Reconciliation Process.

Solution Overview

Accounts Payable

Tyler’s ERP Pro Accounts Payable facilitates cash, accrual, and modified accrual basis accounting. Accounts Payable makes it easy to monitor cash flow, manage disbursements, and reduce data entry duplication. Its flexibility allows users to process invoices as well as debit and credit memos while maintaining audit trails for data input integrity. Its multiple vendor features allow users to search by vendor name, vendor number or DBA Name, maintain multiple addresses, set payment terms, view a comprehensive transaction history, and easily manage 1099 reporting. This application integrates seamlessly with other ERP Pro modules including General Ledger, Purchase Orders, Payroll, Bank Reconciliation, Fixed Assets, Project Accounting and Work Orders as well as with Business License, Building Projects, Sales Tax and Special Assessments for refund check processing.

Information & Reports

- Offers a variety of reporting options including open payables, cash requirements, and payment registers.
- Includes the Open Payable Report which shows payables for user specified funds and filters the payables on the report by a range of dates.
- Tracks 1099-MISC and 1099-S reportable transactions, prints 1099 and 1096 forms, as well as produces electronic files for federal and state reporting.
- Provides ability to track sales and use taxes.
- Exports report results to other data formats including Adobe PDF, Microsoft® Excel and Word, and Text.
- Creates a virtual “paperless office” using integrated Document Management functionality.
- Provides inquiry and management tools for key vendor information including the ability to email EFT and PO notices to vendors directly from within the application.
- Presents vendor transaction history in dynamic, configurable grids with powerful query tools that provide easy printing and data export functions.
- Delivers comprehensive control of the payment process and cash requirements.
- Produces registers and audit reports necessary for a complete audit trail.

User Friendly

- Prevents duplicate payable numbers.
- Allows unlimited user-defined fields to be added at the vendor level to capture unique information tracking needs.
- Provides tool to change the status of multiple vendors at one time based on last activity date.

Transaction Efficiency

- Provides efficiencies for creating vendor payables based on a defined payment schedule or template.
- Allows for on-demand check writing.
- Displays outstanding purchase orders for a vendor during payable entry.
- Comprehensive transaction history available on Vendors including payments, outstanding payables, purchases, and purchase orders.

Solution Overview

- Allows items to be expensed to a virtually unlimited number of accounts and funds.
- Supports check writing from separate funds, a disbursement fund, or a pooled cash fund.
- Allows automatic payment selection by vendor, due date, or manual payment selection.
- Supports multiple payment methods, over budget checking and docket/claim numbering.
- Provides add/edit functionality for GL accounts and vendors during payable processing.
- Provides ability to import payables via flat/text file.
- Supports payment to purchase card vendor while tracking purchased from vendor detail.

PivotPlus

- Access the data you need out of the system without relying on a programmer to extract or write a custom report
- Enhance your reporting and data analysis capabilities by extending accessibility of your data to MS Excel
- Turn your organization’s data into meaningful insights for better decision making
- Easy to use tools extract data to MS Excel in a manner that supports your existing spreadsheets
- Using ERP Pro data, create pivot tables, charts, graphs, and other Excel based analytics and then refresh the data as needed

Budget Manager

Tyler’s ERP Pro Budget Preparation creates and maintains budgets for current and future fiscal years. Users can view previous year budgets and create models for future fiscal year budgets. A variety of reporting options gives users the freedom to customize budget spreadsheets to fit their needs. This module can accommodate up to 99 versions per fund, allowing multiple changes and user-defined scenarios. Budget Preparation integrates with ERP Pro General Ledger and Report Generator. Additionally, personnel budgets automatically transfer from our integrated Human Resources Position Control Budgeting module.

Information & Reports

- Consolidates budget prep and analysis functions in one place
- Defines budget information views by fund, department, type, or accounts
- Controls access to budget information so that department heads can be limited to departmental budgets under their control
- Allows users to edit budget information at the individual account level or for all accounts
- Reports budget projections through user-defined financial statement formats
- Provides drill-down to supporting details, notes, and distribution of dollars from budget worksheet views

User Friendly

- User-defined system security that controls access to the budgeting files
- Accessibility to all revenue and expenditure line items, including future status line items intended for future budget periods

Solution Overview

- Easy line item grouping for budget control purposes
- Flexible budget notes features including permanent, current, and next year notes at the line item, department, and fund level
- Support for both export and import of budgets with Microsoft Excel

Transaction Efficiency

- Maintains ODBC interface compliance
- Calculates projections based on other budgets or YTD balances with user-defined multipliers and filters on cost centers and account segments
- Imports personnel budgets from the HR Position Control Budgeting module
- Automatically distributes budget amounts evenly to all months or to each month in proportion to the actual amounts from a historical year
- Installs the adopted budget in a quick and simple process
- Tracks all changes to the final approved budget as amendments with a complete audit trail and maintains them in an easily updated budget adjustment file
- Allows you to change the status, amount, or description of any item and provides footprint and change history features to create an audit trail of the change

Smarter Excel Reporting with CellSense

Are you constantly updating Microsoft Excel spreadsheets with your financial data each month? In a matter of seconds, CellSense can easily take care of that for you. Simply map your General Ledger data to an Excel spreadsheet, and then run CellSense to populate the worksheet. As figures change, a few clicks produce your latest numbers. Little to no maintenance is required, so say goodbye to cutting, pasting and manual data entry. With a little effort up front, you can harness the power of ERP Pro Financials and Microsoft Excel to make an expensive and daunting task economical and easy to perform.

- Extensive time savings for those relying on Excel to analyze and report on financial data from their General Ledger
- Eliminates error-prone tasks such as ongoing manual data entry and manipulation in Excel
- Easily handles General Ledger account groupings mapped to a single cell for rolling up detail to summarized levels
- Ability to validate the accuracy of spreadsheet data using an audit report to eliminate searching for incorrect formulas
- Secures access to financial data for mapping to Excel using ERP Pro General Ledger security settings
- Create a CellSense Definition to link your ERP Pro financial information (budgetary figures, actual transactions, encumbrances, etc.) to an Excel workbook
- Map General Ledger account values (month-to-date, year-to-date and totals) to individual worksheets and cells in Excel
- Use account overlays to define filters and wildcards for account groupings mapped to a specific cell address

Solution Overview

ERP Pro Accounts Receivable

You manage hundreds of transactions a day. You need tools that can help you accurately and quickly manage your agency’s finances, collections, customer information and reporting. Tyler’s ERP Pro-Accounts Receivable module helps you accomplish more with an integrated system that reduces data entry, increases accuracy and agency-wide access to information, and puts you in control of forms and reports that help you clearly communicate with customers and vendors. Consider how this Tyler solution can help you work smarter when it comes to maintaining your agency’s finances.

Easily maintain vendor and customer information

Comprehensive customer information records, including full transactional and purchase history, a financial recap and user-defined attributes are stored centrally and can be shared across other ERP Pro modules. ERP Pro Accounts Receivable can also use that information to email invoices, create an extract file for third-party printing and certify addresses for mailing invoices or correspondence.

Streamline invoice processing

ERP Pro Accounts Receivable is full of functionality that can drastically cut your invoice processing time.

- Combine multiple invoices and easily adjust posted invoices
- Create and manage recurring invoices for items such as monthly rent or annual charges
- Access and modify multiple account details from the Account Manager view

Tools to keep cash flowing in

Why struggle with cashing when user-friendly functions like these can do the work for you?

- Ensure payment collection by setting alerts on accounts
- Accept bank drafts for faster payment processing
- Create and send invoices and letters electronically for more efficient collections

Comprehensive reporting tailored to your organization

ERP Pro Accounts Receivable gives you access to a library of predesigned forms, or you can design your own, including invoices, statements, or letters. Because it’s integrated with ERP Pro General Ledger, you can also create comprehensive reports such as detailed reports for aging, general ledger reconciliation or specialized reports using your own criteria.

Fixed Assets

Tyler’s ERP Pro Fixed Assets is a comprehensive asset management solution designed specifically for the public sector. It provides organizations a powerful tool for tracking and reporting on all fixed assets throughout the life cycle. As an added convenience, assets acquired through other integrated ERP Pro Financial modules can be automatically posted to Fixed Assets. This module reduces duplicate data entry and sets the standard for complete financial integration with automated tracking, management, accounting, and reporting of assets.

Seven reasons to consider ERP Pro Accounts Receivable

1. Agency-wide integration
2. Increased access to centrally stored information
3. Less data entry and potential errors
4. Efficient, personalized communication with customers and vendors
5. Less invoice processing time
6. Detailed and specialized reporting
7. Decreased burden of cash collections

Solution Overview

Information & Reports

- Tracks assets for multiple funds, departments, and locations.
- Tracks detailed information for an asset such as insurance policies, acquisition and disposition details, and maintenance-related details such as asset condition, warranty, repairs, and maintenance contracts.
- Tracks improvements or additions to existing assets.
- Offers Straight Line method for depreciation reporting.
- Links specified assets to ERP Pro Work Orders for preventative maintenance.
- Provides comprehensive audit detail records.
- Generates a range of master file reports through flexible reporting.
- Exports report results to other data formats including Adobe PDF, Microsoft® Excel and Word, and Text.

User Friendly

- Provides efficient, comprehensive system integration.
- Gives users the ability to review and evaluate items posted to Fixed Asset G/L accounts in a preliminary asset file to determine proper accounting treatment.
- Delivers code-driven information tracking capabilities, fostering consistency in data entry and greater flexibility in report generation.
- Captures multiple user-defined data elements through use of comment codes.

Transaction Efficiency

- Manages assets by their original serial number or using a defined tag number.
- Tracks multiple user-defined asset classes automatically.
- Establishes relationships between individual asset records using asset types.
- Creates a new asset based on an existing record using the built-in copy function.
- Gives users multiple options for selecting assets for depreciation calculation.
- Records the transfer of assets. This process automates the transfer of assets from one fund to another, including the appropriate transfer of ERP Pro General Ledger information.
- Automates the asset disposal process, including calculation of gain or loss on asset sales, and creates all necessary transactions to properly record asset disposal in the ERP Pro General Ledger.

Inventory Control

Tyler’s ERP Pro Inventory is a comprehensive solution for maintaining an in-house inventory system. This module tracks inventory in multiple warehouses, monitors specific usage, prompts re-order points, and maintains average cost for goods. Inventory offers the option to integrate with ERP Pro Purchasing or Accounts Payable for updating inventory quantities as well as ERP Pro Project Accounting and Work Orders for tracking material usage on projects and work orders. Integration with ERP Pro General Ledger allows receipts and disbursements to automatically appear in the financial statements.

Solution Overview

Information & Reports

- Provides quick access to detailed historical information and offers dynamic screen configurations with printing and exporting capabilities.
- Produces reports with flexible built-in reporting tools.
- Tracks inventory in multiple warehouses effortlessly.
- Tracks and reports quantities on requisitions and purchase orders for individual parts when integrated with ERP Pro Purchasing module.
- Provides numerous reports including Item Listing, Items Valuation, Items Detail Report, Items Valuation Estimate, Items Location, Orders, and Disbursements.
- Capability to track and report Hazardous Material information.
- Gives users various search grids with printing and exporting capabilities, including inventory items and transactions.

User Friendly

- End of month/year processing provides automatic update of all tracking totals.
- Comprehensive online help includes quick and easy access to ERP Pro Support via email or Internet

Transaction Efficiency

- Updates last cost, quantity on hand and weighted average cost, stock level, and usage information automatically as receipts, disbursements, adjustments, and transfers are processed.
- Eliminates data entry duplication as receipts and disbursements flow seamlessly through ERP Pro General Ledger.
- Automatically updates “on order” amounts and “on hand” for inventory parts.
- Adjusts to physical inventory count quantities with a mass adjustment feature
- Allows users to search inventory by partial name, partial number, or partial part number.

Project Accounting

Tyler’s ERP Pro Project Accounting can be used for tracking projects, jobs, and grants, including actual activity and budget tracking across unlimited fiscal years. This module maintains key project details such as start date, end date, percent completed, project description, and notes. Each project can have an unlimited number of project accounts that allows each project to be tailored to specific project tracking and reporting requirements. By project, the budget information can be entered at the project level or the project account level. Budget checking can be defined at the project or project account level as needed. Project Accounting offers cross-system functionality when integrated with General Ledger, Purchasing, Accounts Payable, Inventory, Payroll, Work Orders and Cashiering. Activity is automatically posted to project accounts from these integrated modules.

Information & Reports

- Establishes user-defined line items and categories for each project and associates multiple projects with a master project, thereby providing many levels for tracking and reporting.
- Provides quick access to detailed historical information and offers dynamic screen configurations with printing and exporting capabilities.

Solution Overview

- Produces project reports with general information about each project such as fiscal year, start/stop dates, project status, and budgets for each project line item.
- Generates budget comparison reports that summarize budget and actual expenditures by line item for each fiscal year.
- Prints detail reports of each transaction posted within a selected range of dates, including both actual and encumbered amounts.
- Provides simple Budget Summary information such as Actual Budget, Budget Remaining and posted activity, encumbrances, and reserves.

User Friendly

- Easily manage budget and track budget adjustments on project accounts.
- Quick project lookup with filters on master project and project status.
- Flexible design enables users to define project structure per specific project tracking and reporting requirements.
- Users can access the support Web site easily to log support requests, query the knowledge base, participate in user group discussions, and download updates via secure connections.

Transaction Efficiency

- GL Accounts can be set up to also post directly to Project Accounts, eliminating the need for adding project formatting to the GL account structure.
- Project Overview displays a Budget Summary with posted total Revenues and Expenses applied to the project and shows the Actual Budget with a breakdown of activity, encumbrances, and reserves, and displays the Budget Remaining in dollars and percent.
- Provides detailed transaction history on both the Project and Project Account levels.
- Provides a quick-view of all pending activity on a Project.
- Tracks project progress by percent of project completion.
- Allows easy entry of notes on projects and project accounts.
- Provides access to detailed information about funding for projects (e.g., funding sources, contracts, grants).
- Provides Overhead Burden calculation.
- Provides Project level or Project Account level budget checking.

Purchasing

Tyler’s ERP Pro Purchasing manages requesting, ordering, approving, invoicing, and reporting of goods and services. Its flexibility allows approval workflows that meet the needs of your organization. It provides easy access to vendor data and invoice history and provides the ability to directly email purchase orders to vendors and internal staff. Purchasing interfaces with ERP Pro General Ledger, Accounts Payable, Project Accounting and Inventory.

Solution Overview

Information & Reports

- Ability to transfer items on a single Requisition to another new, separate requisition for creating a separate purchase order for those items that may be purchased from a separate vendor.
- Integrates commodity codes with each item.
- Generates multiple standard reports based on user-defined parameters: Requisition Summary Report, Requisition Audit, Requisition Approval Report, PO Status Report as Of, PO Receipt Register, PO Aging Report, PO Activity Report and Encumbrance & Reserve Reports.
- Calculates, tracks and reports sales tax on taxable goods and services, with the option to include shipping costs associated with the purchase.
- Offers drill-down on inventory parts during the requisition process so inventory quantities on order and already requisitioned can be viewed.
- Provides budget checking at the individual account or group budget segment level during requisition input with override capabilities.
- Exports report results to other data formats including Adobe PDF, Microsoft® Excel and Word, and Text.
- Provides the ability to view Bid/Quotes associated to a Requisition on the Requisition Summary Report

User Friendly

- Accommodates changes after creation of a purchase order with the Purchase Order change process and captures complete audit trail of changes.
- System security is flexible, allowing for user-defined restrictions to various features such as add, edit, view, delete capabilities, department level security, requisition approvals, et al.
- Users can search requisitions and purchase orders to inquire of their status.
- The requisition system interfaces with Microsoft Exchange for email notification during the requisition approval process.
- Attaches and organizes documents associated with the procurement function for quick retrieval through integration with document management software.

Transaction Efficiency

- Utilizes vendor templates for recurring orders to quickly load details during requisition input.
- Approval workflows can be configured on various aspects of the requisition, including department, GL account, commodity code and project account.
- Integrates with ERP Pro Inventory to automatically update items on order, on-hand changes in the unit's quantity, and price information at the appropriate steps in the ordering and receipt processes.
- Tracks project expenses related to purchases through integration with the Project Accounting module.
- Determines and accounts for variances between purchase orders and invoices received.
- Supports multiple vendor sets for separate taxpayer ID numbers.
- Provides complete encumbrance accounting including partial or full liquidation of encumbrances.

Solution Overview

- Requisitions generate pre-encumbrances to be used as part of the budget checking feature.
- Provides sales tax split distributions to multiple separate General Ledger and/or Project accounts.
- Provides ability to track and manage Bids and Quotes from multiple vendors on Requisitions and identify which bid was awarded the purchase.
- Provides analysis of open, closed, or voided POs as well as printing or reprinting of PO forms.
- Provides ability to roll purchase orders forward to the next fiscal year and redistribute encumbrances accordingly.

ERP Pro Personnel Management Suite

The ERP Pro Personnel Management system incorporates all the attributes of both a feature rich Payroll application and comprehensive Human Resources software. Tools are available that allow users to query and manage information at the employee level including personal data, position history, pay details, leave balances, FMLA events, equipment, workers compensation events, training, education, certification, and reviews.

Direct Deposit capabilities are supported allowing employees to designate an unlimited number of financial institutions and/or accounts for distribution of net pay. Leave tracking features include the ability to accrue standard holiday, sick, vacation, and comp time plus an unlimited number of other user defined leave categories for each employee.

Position Control allows you to manage personnel on a position basis and develop budgets for those positions and related information. Requirements for education, certification, equipment, testing, and training can be assigned to positions. Benefit plans can also be defaulted to positions with the ability to change that when employee assignments are made. Flexible budgeting features give users the ability to develop budgets for future events and multiple scenarios, each utilizing a different set of assumptions. Information about dependents may also be tracked, including name, relationship, social security number, birth date, age, benefit eligibility flag, mailing address, home, and work phone numbers.

Interfaces

An ERP Pro Time Clock Interface is available in a Kronos or Generic format that allows users to import data into the ERP Pro Personnel Management module. In addition, the ERP Pro Distributed Time Entry software fully integrates with the Personnel Management module

Human Resources

Tyler's ERP Pro Human Resources provides an end-to-end solution for tracking employee data and producing regulatory reports. HR manages information such as job descriptions, promotions, disciplinary actions, grievances, and terminations. This all-inclusive module offers Employee Management, Position Control and Budgeting, Applicant Tracking, Benefits Administration and Documentation Control. Easy navigation from one field to another offers ease-of-use, and system security ensures confidentiality. The Human Resources application interfaces with ERP Pro General Ledger, Budget Preparation and Payroll.

Information & Reports

- Maintains comprehensive employee records including addresses, dependents, emergency contacts, W-2 and I-9 information, training, licenses, education, medical information, pay scales, benefits, disciplinary actions, grievances, and reviews.

Solution Overview

- Tracks and ensures compliance with certification or training required and completed for each employee.
- Manages accident and injury claims covered by workers' compensation, including OSHA reportable events.
- Produces standard reports for employee summary, employee hire date, position information, pay history, reviews, discipline, contacts, anniversary dates, birthdays, and dependents.
- Captures multiple user-defined data elements through the use of comment codes.
- Generates these additional reports: Applicant Report, Supervisor Report, Review Report, Training Report, annual benefits statements, Workers' Compensation Report, OSHA 200 and 300, EEO-4 Report, and more.

Transaction Efficiency

- Tracks submission of applications for positions and matches qualified applicants with vacant positions.
- Supports the assignment of an employee to multiple positions.
- Creates multiple budget scenarios with position control budgeting features and automatically transfers personnel budgets to the ERP Pro Budget Preparation module.
- Loads employee payroll deductions into the ERP Pro Payroll module based upon benefit plan coverage defined in the HR system.
- Creates user-defined checklists quickly and easily including hire checklist, annual review, and termination checklist.
- Secures user access to employee data within Employee Manager at the tab level.
- Controls viewing of Social Security numbers by security code; for users who are not assigned this security code, Social Security numbers are concealed on inquiry screens and reports.

User Friendly

- Eliminates duplicate data entry when integrated with the ERP Pro Payroll application.
- Provides effective tools for monitoring compliance with FLSA and FMLA requirements.
- Easily identifies important dates on employee records through an alerting process.
- Promotes efficient scheduling by groups of employees for training, testing or reviews.
- Generates and prints user-defined Human Resources forms, letters, etc., from Microsoft Word® templates.
- Attaches and organizes documents associated with the HR function for quick retrieval through integration with document management software.
- Locates information quickly and efficiently with query and reporting capabilities.

Payroll

Tyler's ERP Pro Payroll offers a comprehensive, easy-to-use system to process payroll without duplicate or excessive data entry. This module offers flexibility with multiple pay rates per employee and automatic distribution of earnings and benefits based on predefined percentages to multiple funds, departments, and

Solution Overview

general ledger accounts. It employs an unlimited number of deduction codes and maintains W-2, I-9, and state and federal tax information. Options include direct deposit and user-defined leave tracking capabilities. Payroll interfaces with ERP Pro General Ledger, Accounts Payable, Project Accounting, Work Orders, Distributed Time Entry, Bank Reconciliation and Human Resources.

Information & Reports

- Produces monthly, quarterly, and year-end reports as required for workers compensation, insurance, tax withholding, and FICA.
- ACA (Affordable Care Act) compliance including:
 - Menu items, data input forms and tables to collect reportable data
 - Utility to import ACA employee codes and dependent coverage information from Excel
 - Ability to print 1095 B or C Employee forms
 - Ability to print 1094 B or C Transmittal Summary forms
 - Ability to create XML File for transmittal of 1095 detail to IRS
- Provides convenient access to employee-specific information through comprehensive employee management features.
- Generates summarized or detailed reports for the leave history of one employee, all employees in a department, or all employees in the agency.
- Produces detailed reports for payroll, employee information, audit trails, and retirement plans.
- Reports employer’s liability for accrued benefits at fiscal year-end.
- Prints 941 forms with an overlay.
- Properly handles accounting and reporting for deductions associated with health insurance plans for employee and employer portions, including self-insurance health plans.
- Prints payroll forms, letters, and more from Microsoft Word® templates.

Transaction Efficiency

- Provides user-defined fields to track Human Resources-related data.
- Uses unlimited free-form text areas for maintaining a history of employee reviews, promotions, and miscellaneous notes.
- Includes emergency check writing capabilities and automated check reversal process.
- Offers flexible leave tracking features including standard as well as user-defined leave types, accrual calculations based on length of service or hours, multiple accrual cycles, leave rollover functionality, and validation of leave availability during payroll processing.
- Tracks payroll costs on both projects and work orders through integration with ERP Pro Project Accounting and Work Orders.

User Friendly

- Provides complete security and user-specific restrictions with permissions applied at the fund and department level.
- Maintains and generates W-2s at any time of the year.

Solution Overview

- Allows multiple payroll sets to accommodate processing for entities with separate taxpayer ID numbers.
- Offers multiple payroll check formats.
- Presents transaction history in configurable screens with printing and exporting capabilities.

ERP Pro Applicant Tracking

ERP Pro Applicant Tracking is a cloud-only application that allows human resources departments to automate the job posting process, from creating and posting open positions to analyzing job applicants before hiring. In addition, applicants can apply electronically.

Human Resources Can Log In To ERP Pro and:

- Add new job postings from vacant positions
- Identify job criteria and requirements to fill the position
- Maintain notes on the applicant during the interview process
- Hire the applicant and pull their information directly from ERP Pro
- Initiate new hire Personnel Action Requests (PARs) when hiring an employee
- Communicate via email to the candidates who did not get selected for the position

Every organization manages employees and has an applicant process in place to help with hiring. Creating an applicant system that can integrate with all the functionality of ERP Pro helps create a seamless flow to and from the Applicant Tracking module, easing the complexity of the process for your organization.

By leveraging the position information already held in ERP Pro, this module creates job postings from existing vacant positions and easily allows applicants to apply for open positions. All that data flows directly to the Human Resources module in ERP Pro, allowing your team to review, analyze, and hire/reject with ease.

Time & Attendance

Time & Attendance provides small and large organizations with incredible cost savings and increased efficiency. In most local government entities, payroll processing, time tracking, and benefits accrual tracking place an unnecessary strain on staff efficiency and limited budgets. Time & Attendance fixes those issues while providing the highest ROI on the market. How do we do that?

- Easily handle complex time tracking rules and pay codes
- Seamless, automated integration and synchronization with your IT environment and payroll software

Must Have:

- Most current version of ERP Pro 10 and be hosted in the cloud
- Applicant Tracking license key

Candidates Can:

- Review job openings
- View position description and criteria
- Apply for a job opening
- Upload required documentation
- Save their application and come back later to complete it

Benefits Of Applicant Tracking Include:

- Position information flows seamlessly into Applicant Tracking
- Job templates make creating job requirements easy
- Internal and external candidates are tracked in one place
- Manage multiple applicants for one job posting in one place
- Tracks interview notes easily
- Notify all candidates not selected for the position quickly
- Integrate with PARs

Solution Overview

- Powerful and user-friendly, web-based interface for supervisors and staff • Solid integration with numerous time collecting interfaces (web browsers, time clocks, phone, text messaging, IVR, proximity readers, biometrics, and more)
- Dedicated technical and training support

Time & Attendance makes it easy for managers and staff of every department to enter and track time types, manage time-off requests, and apply job costing, all while handling multiple pay periods and FLSA guidelines.

Reduce Costly Errors

Time & Attendance drastically reduces errors by eliminating several of the manual tasks associated with collecting and entering time and data into the payroll system.

Electronic capture of employee time offers a more accurate account of actual time worked and automates the process of collecting, calculating, and entering employee hours each pay period. You generate precise timesheets for both hourly and salaried personnel and have access to historical data through audit trails and reports to ensure secure and effective management.

Automated Attendance Calculation

- Improves accuracy
- Improves timeliness of information
- Configurable overtime policies
- Configurable clock in/out policies
- Manual time-editing ability
- Accounts for shift differentials and 24/7 operations
- Complete audit log and reporting on changes, additions, and edits to employee time

Key Features

- Electronic clock in/out
- Time tracking and exception reporting
- Work order, project, and job number tracking
- Employee benefit time request and management
- Time-off scheduling calendar
- Electronic timesheet approvals
- Integration with payroll software on any platform

Intuitive Interface

- Web-based interface
- “Who is here” inquiry screen
- Benefit hours inquiry and management
- Integrates with Interactive Voice Response (IVR) technology

Solution Overview

- Supports a range of collection devices: electronic time clocks, biometric, web browser, text messaging, and more
- Full integration with your payroll application

Additional Benefits

- Multiple pay period support
- Graphical calendar for time-off scheduling
- User-specific security levels
- Time-zone sensitive time and date stamp records all transactions for auditing purposes
- Eliminates antiquated time clock hardware and handwritten time sheets

The Tyler Difference

- Integration with any payroll/HR app on any platform
- Unlimited supervisors
- Unlimited workstations and PCs
- Unlimited technical support
- Configurable notifications and alerts
- Absolute lowest cost of ownership
- Browser, tablet, and smart phone supported

Employee Access

Tyler offers ERP Pro Employee Access, an integrated web application that includes a robust Time Entry solution. Time Entry features support automatic FLSA based overtime calculations per user-specified overtime periods between 1 and 28 days.

Employees can enter time entry directly through the ESS web application with full integration with ERP Pro Personnel Management. Time can be completed by individual employees or by an assigned delegate for a group of employees. Delegates may assign another individual to complete his/her duties while out on leave if the need arises. A group approval screen allows approvers to easily identify the status of time for each employee, review in summary the time submitted, and approve the group.

- View or Update Personal Information
 - Name
 - Address
 - Phone Numbers
 - Dependents
 - Contacts
 - W-4 Information
- View Leave History

Solution Overview

- Search by Date Range and Leave Type
- View Paycheck History
 - Search by Date Range
- View Position History
- View Homepage
 - Check Announcements, which may include links to documents and websites
- Online Administration - Accessible only by Administrator(s)
 - Add/Edit/Delete Announcements
 - Add/Edit/Delete Users
 - Configure Online Display Options

ERP Pro Utility Billing

Flexible and scalable, the ERP Pro Utility Customer Information System (CIS) manages every aspect of your utility services. From account set up and service orders, cashing to collections, and everything in between, our robust, integrated tools drive efficiency, improve workflow and give you the ultimate control of your staff and utilities services.

The foundation of the ERP Pro Utility CIS is a powerful contact and parcel database. With centralized data entry that eliminates data duplication and reduces human error, all your customer information is stored in one location for easy access and editing. Whether you offer your citizens electricity, gas and water-metered services or non-metered services, ERP Pro Utility CIS transforms the complex procedures associated with billing, scheduling, and reporting utilities into simple, automated tasks. And with integration with Tyler’s Financial Management suites, your efficiencies are multiplied.

Revenue Collection and Cashiering

ERP Pro Utility CIS includes an easy-to-use, centralized cashiering product that accepts multiple payment types and offers reporting, auditing and payment entry capabilities including barcode-enabled bills that streamline data capture for your billing clerks. This powerful tool enables automatic, real-time inquiries, on-demand management reports and detailed tracking of cash collections for maximum transaction efficiency.

Simplified Billing

Next to keeping your customers’ services up and running, billing for those services, and collecting the revenue your community relies upon is a top priority. ERP Pro Utility CIS’s enhanced billing services handle the most complex rate scheduling for single or multi-unit residential or commercial applications including:

- Customizable rate calculation engine to set and change rates as needed
- Billing based on consumption, flat rate, assessment, installation agreements and miscellaneous charges
- Imported meter reading data from handheld, touch, automatic, radio and fixed-based reading devices
- Streamlined bill and notification distribution and management

Solution Overview

- Flexible bill generation options: paper via templates and customized overlays, electronic batch distribution or easy data export

Auto billing processing ensures each account is billed and delinquent notifications are provided in a timely manner with little operator intervention.

Service Orders

Scheduling, tracking, and billing for service orders has never been easier with at-a-glance visibility, e-mail alerts and in-system notifications. Through user-customized workspaces, service clerks can drill into individual accounts and service orders before approving or dispatching service calls to initiate, modify or discontinue service; all without ever leaving the ERP Pro CIS workspace.

Simplify the management process with easy-to-access reports and dashboard widgets that monitor:

- Time in the field
- Geographic service trends
- Labor hours
- Material costs
- Equipment usage against work orders

ERP Pro Utility Customer Information System uses the most up-to-date and proven technology platform to ensure optimum performance today and into the future. With unprecedented flexibility, pinpoint control—down to each individual user—and scalability to meet your changing needs, you’ve never had so much power in your system; and it’s never been easier.

It’s easy to use with integrated modules that securely share data in real time. Intuitive enough for basic users and robust enough to keep up with your power users, everyone will be able to do their jobs faster and help more citizens in less time.

Role-based Workspaces

ERP Pro workspaces will revolutionize the way your office works. Whether you’re a billing clerk, service manager or utility director, role-based workspaces transform data into intuitive, user-friendly portals that put the information you use most frequently front and center. Seamlessly interact with the at-a-glance view of mission-critical information by drilling down into the data and active processing screens directly from workspaces for a controlled work environment. Workspaces can include data processing shortcuts, custom widgets like:

- Upcoming service orders
- Delinquent notifications
- Revenue statistics
- Key performance indicators and more

In addition to workspaces built into the software, Web-based dashboards are also available to allow non- ERP Pro users, such as elected officials, to access certain information, reports, and decision-making data.

Solution Overview

Reporting Capabilities

ERP Pro Utility CIS includes a robust built-in report writer that eliminates costly, external report writers, minimizes steps, and gets you access to the data you need quicker—and in a format that you can use to make critical decisions.

- Access your data through dynamic links that drill down into the application
- Create and edit reports on the fly
- Export reports into more than a dozen formats including common files such as PDF, Word, and Excel
- Schedule reports to run and deliver automatically
- Share reports effortlessly by placing on dashboards, emailing, or posting online

Easier Searching

The information you need is at your fingertips with an easy-to-use global search screen that accesses ERP Pro CIS functions.

- Customize your most common searches for contacts, parcels, vendors and more
- Search data throughout the entire ERP Pro platform including contacts, city parcels, permits, licenses and call center applications
- Dynamic search results link directly to related processing screens
- Save common search queries and results
- Share saved searches with colleagues

Integrated Applications

As the largest provider of mission-critical, integrated software systems and technology services for local governments in America, Tyler Technologies offers a broad range of integrated applications that can truly revolutionize your operations and citizen services.

The ERP Pro Utility CIS database is the same database that is the backbone of integration between departments. In one central location, users can—based on permissions—access and edit citizen information from the ERP Pro Citizen Services Suite. Once a citizen or a parcel record is recorded within the system, it is accessible throughout the system. Additionally, data sharing between departments enables the seamless flow of utility revenue into our ERP Pro Financial and Personnel Management Suites.

Whether you implement ERP Pro Utility CIS as a standalone product or maximize the benefits by using it in multiple departments, you will enjoy improved procedures, simplified work flow and an engaged, satisfied citizen base.

ERP Pro Online Utility Account Management

Solution Overview

Tyler’s ERP Pro online utility billing application boosts efficiency in your organization while improving customer services by placing the power of account management in the hands of your customers. Real-time account data provides customers with instant access to accurate billing and account information that’s automatically integrated with your ERP Pro Utility CIS Software.

Customers can access and pay their bill online 24 hours a day, 365 days a year, resulting in reduced waiting lines and increased customer satisfaction. Your agency will benefit from increased collection rates, minimal payment paperwork and improved productivity.

Agency Benefits

- Real-time integration offers automatic, live updates to accounts, with no 3rd party interference.
- Online accessibility leads to increased collection rates and decreased office foot traffic
- Eliminate data entry duplication and errors
- Minimize need for paper statements
- History site displays graphs of payments and payees for your site from the past 12 months
- Customized portal offers extensive customization of your site, including coloring, background, links, and images
- Security control available with the addition of application-specific roles

IT Friendly

- Provides Secure Socket Layer (SSL)
- Web site is hosted by Tyler
- Uses ASP.NET

Citizen Benefits

- Pay bills by credit card or e-check
- Reduced waiting lines
- Application is optimized for mobile devices to offer quick and easy account access for payments on the go
- View last payment date, payment amount and bill due date
- View real-time balances
- View graphs detailing consumption history

ERP Pro Online Utility Account Management Key Features:

- Automatic, live updates to all utility accounts
- Eliminate data entry errors
- Minimize need for paper statements
- Customers have instant access to accurate billing and account information
- Customers can pay bills online by credit card or e-check 24 hours a day, 365 days a year
- Online accessibility leads to increased collection rates and decreased foot traffic
- Data is automatically integrated with Utility CIS software
- IT friendly application provides a Secure Socket Layer, is hosted by Tyler, and uses ASP.NET

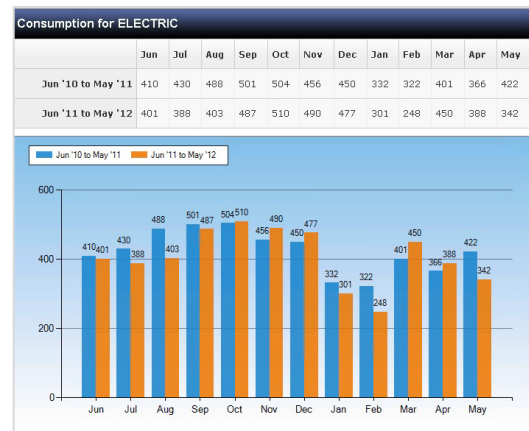


Figure 2. Consumption graph example

Solution Overview

Centralized Cash Collections

Tyler’s ERP Pro Central Cash Collections offers full cashiering functionality with connected cashier workstations equipped with a dedicated receipt/validation printer, automated cash drawer, and an optional bar code scanner. Central Cash Collections interfaces with all of the other ERP Pro Customer Relationship Management applications, Utility CIS, Court Case Management, and the General Ledger. This application provides a seamless and uniform interface regardless of the type of payment that is received. In addition, it provides for easy lookup and validation of customer account name and number. Miscellaneous payments not associated with accounts in integrated systems post directly to the General Ledger.

Cash Collections supports payments made by credit cards with online credit card processing. Tyler provides this functionality through an interface with Electronic Transaction Systems Corporation (ETS). Credit card reading equipment is connected to the Cash Collection workstation so that data captured from card swipes may be transmitted to ETS through an Internet connection.

Users also have the option to enter credit card information into the Cash Collection module before the transaction is submitted to ETS for authorization and processing. The Customer would need to establish a merchant account with ETS and provide them with bank account information for transactions to flow through.

Information & Reports

- Provides automatic real-time inquiry on system, operator, and terminal statuses
- Allows user-defined payment types including, but not limited to, cash, checks, and any type of credit card
- Facilitates bank account balancing using reconciliation groups
- Generates a summary of all receipts processed at any time
- Saves format settings as user-defined reporting profiles
- Produces on-demand management reports such as journal, history transaction, and payment type reports

User Friendly

- Allows operators open and close batches quickly and easily shows batch information for a selected operator
- Prints and voids receipts from Operator Process window
- Includes specialized “mail processing” module for efficient transaction processing
- Transmits support requests by email or fax directly from application
- Integrates seamlessly with cash drawer hardware

Transaction Efficiency

- Provides online account number validation for integrated sub-systems
- Allows for Product and/or Transaction-based receipting
- Supports payment processing for multiple accounts across all integrated applications on a single receipt

Solution Overview

- Allows selection of multiple accounts through a simple point-and-click interface
- Transmits automatic endorsement of checks to receipt printer
- Defaults automatically to current balance owed and allows override
- Allows user to reinstate cut off accounts and remove past due status
- Supports bar code scanners as well as credit card scanning and validation equipment
- Accommodates multiple merchant accounts for online credit card processing
- Allows auto-posting of transactions from all integrated systems with “single click” update

Global Reporting Tool

Use technology to your advantage: schedule reports ahead of time and have them automatically sent out to relieve you from having to manually run, print and hand-deliver reports. Free up your schedule and enhance inter-departmental communication through automated report notifications and deliveries. Improve collaboration efforts by sharing reports with other users for real-time analysis and drill-down from reports for quick access to supporting details.

Reporting Features

Standard reporting tools within the ERP Pro applications provide multiple user-driven filter parameters to contour reports to specific user needs. Examples of selection criteria are range of dates, range of record numbers, range of codes, sorting criteria, etc. Users can save filtering and formatting settings specified for a report with a profile name for retrieval when printing the report on a subsequent occasion. Additionally, users can flag a profile as the default for loading report settings. The same security definitions established for the integrated applications apply to data accessed through our standard reporting features.

The results of standard report selections can be exported to other data formats through an Export Wizard. Options should include the ability to merge the data with Microsoft Word, Excel, Access and Map Point as well as the ability to have the data set exported directly to an XML or CSV formatted file.

Ad-hoc Reporting Tools

The Report Writer allows the user to modify reports, which are specific to your ERP Pro data with drag-and-drop fields arranged logically per application and usage. The drag-and-drop fields are written in everyday language, and prompt for specific information about the field when dropped onto a report. Reports can be custom designed by you with titles, logos, page numbers, groupings, and sub-reports. Once reports are created, they can be saved in Excel, Adobe Acrobat, HTML, and other text based formats for easy referencing and sharing. Report layouts may be designed with titles, logos, page numbers, groupings, and sub-reports.

Features

- Custom control of report layout including titles, logos, page numbers, pictures, barcodes, checkboxes, charts, calculations, summaries, hyperlinks, shapes, grouping, and sub-reports
- Ability to drill down to the data in your existing Tyler applications
- Export feature that supports Excel, PDF, HTML, and other text-based formats for easy reference and information sharing
- Ease in sharing reports with users who have access to Report Viewer, enabling them to view reports without designing the reports

Solution Overview

- Built on .NET development framework technology
- Flexible filtering allows users to produce reports tailored to their specific needs
- Reporting engine based on Data Dynamics' Active Reports product

User Friendly

- Drag-and-drop fields labeled in everyday language
- Prompts to assist users in configuring the fields they drop onto a report
- Extensive field capabilities

Work Order System

ERP Pro Work Orders gives clients the ability to enter and maintain labor hours, material costs, and equipment usages against issued work orders. This module efficiently creates general ledger transactions for interdepartmental charges. Work Orders integrates with accounts payable, fixed assets, inventory, project accounting, and general ledger.

Work Order Management

- Preventative Maintenance tracks usage based on hours or mileage and creates a work order based on that usage.
- Ability to initiate work orders from user-defined estimates.
- Calculates overhead, which can be a flat rate or a percentage of user-specified costs
- Quickly create Work Orders from user-defined templates.
- Supports an approval type of work flow by providing an option to create a work request, approve or reject the work request, and initiate a work order from that work request.
- Effortless interdepartmental setup to create charges amongst departments.
- Convenient calendar view displays the user's assigned Work Orders.
- Tracks equipment used for work orders and displays the equipment information, maintenance history, and usage.

Integrations

Accounts Payable

- Assigns a work order number to an invoice for materials, supplies, or other expenses. The invoice amount will be posted to the Work Order as an expense.

Inventory

- Creates requests for inventory items that may be disbursed to complete the work order. Inventory item's on-hand count will be updated based on the number of units disbursed.
- Assigns material costs of inventory items to the work order.

Fixed Assets

- Work orders may be created to track improvements to an asset. All work order costs will be posted to the asset as an improvement.

Solution Overview

- Work order equipment may be linked to an asset. Work orders will be tracked on the asset for historical purposes.

General Ledger

- Integrates at the transaction level so that both General Ledger and Work Orders remain in balance.
- Charges back the costs of the work order to the department that requested the work.
- Records revenue for the cost of the work order to the department that performed the work.
- Automatically creates inter-fund balancing entries when posting work order transactions across multiple funds.

Project Accounting

- Work order costs may be posted to a specific project account

Recreation Management Software

Centralize Your Program Administration

Tyler Parks & Rec serves a full spectrum of agencies in need of a management solution for the daily operations and finances of parks and recreation programs. Streamline registration, fee processing and facility scheduling while expanding citizen access and service.

Improve Efficiency

With a single point of entry, Parks & Rec provides a 360 degree view of all business activities and events and allows you to:

- Focus on what’s important — The administrative portal is easy to use, minimizes repetitive administrative work and allows you to focus on programming for your citizens.
- Build a community network — Develop lists of members, registrants, instructors, and volunteers. Import outside contact lists, track participant history, and define relationships between contacts.
- Monitor your programs — View real time program registrations to anticipate resources and equipment needs. The online calendar allows citizens and administrators to view classes, activities, and events at a glance.
- Visualize your market — The GIS “Heat Map” shows where your participants live and correlates the data with the number of registered participants. See which neighborhoods have the strongest enrollment in your programs and which areas need additional outreach.
- Streamline processes — Integration with Tyler ERP software centralizes financials and eliminates redundant data entry. Maintain multi-tiered rates based on membership status, residency, and other criteria.
- Reduce IT burden — Optional cloud based service minimizes up-front investment in hardware and software, as well as on-site IT support staff.

Recreation Management

Tyler Parks & Rec allows personnel to easily manage their routine activities and rentals with less effort:

- Customize your portal with logos, photography, and special events to reflect your community.
- Automatically reserve your facility for single or multiple sessions using the class creation interface.

Solution Overview

- Define class enrollment by residency, membership status, prerequisites, class size limits or other user-defined criteria.
- Compile a listing of popular classes and programs to use year after year. Select the class from the administrative portal, copy it, update with new details and publish on the citizen portal.
- Track class registrations, memberships, and team rosters, and manage wait lists in real time.
- Maintain multiple fee structures based on criteria such as membership, residency, age and more.
- Use the Web portal to post permission forms, equipment lists and waiver forms for easy download.
- Create custom fields to collect data specific to your programming requirements and community needs.
- Generate SSRS reports of classes, memberships, team rosters, instructor reports, location details and more.

Facilities Management

Tyler Parks & Rec simplifies the management of your facilities:

- Its online facilities calendar provides at-a-glance access to facility usage and bookings.
- The auto-registration feature automatically reserves a facility upon creation of a class or program.
- User-defined fields can be set for special notes such as cleaning, set-up, or other specifications such as lining fields or equipment needs.

Finance Management

Tyler Parks & Rec streamlines your business functions:

- Maintain a multi-tiered fee structure for membership types, residents and non-residents, age groups and other criteria.
- Generate automatic fee calculations for full range of programs, courses, facilities, and equipment.
- Centralize expenses and reimbursements.
- Utilize role-based security to restrict access to certain features.
- Process payments securely online or using our point-of-sale option, Tyler Cashiering, featuring a PCI Compliant Merchant Account Service interface.

Improved Citizen Service

Tyler Parks & Rec offers many conveniences for your citizens:

- Easy access to information — Citizen portal features an events calendar, a GIS map with facility locations, activity promotions, special announcements such as field closings and weather cancellations.
- Online registration — The secure log-in portal allows citizens to create an account, register for classes, download waivers and permission forms, and submit payment online.
- Remote access — The HTML5 user interface is browser-agnostic and can be accessed with many different devices such as smartphones and tablets.

Solution Overview

- Networking — Customize your Tyler Parks & Rec portal with links to Facebook, Twitter and other social networking sites that help build support for your programming.

ERP Pro Licenses

Tyler Technologies’ ERP Pro Licenses module automates the issuing and tracking of various licenses handled by agencies. It provides flexible searching for easy information retrieval and allows multiple license types to be defined. Additional flexibility allows for user-defined data attributes per license type, allowing your organization to handle miscellaneous registrations, as well as licenses, and flat fee and parameter-driven fee calculations.

This module interfaces with Tyler’s ERP Pro Contact and Property Management, ERP Pro Permits, and ERP Pro Code Enforcement modules, while integration with ERP Pro Financial Management applications allows for easy payment processing, refund transfers, and seamless updates to the general ledger.

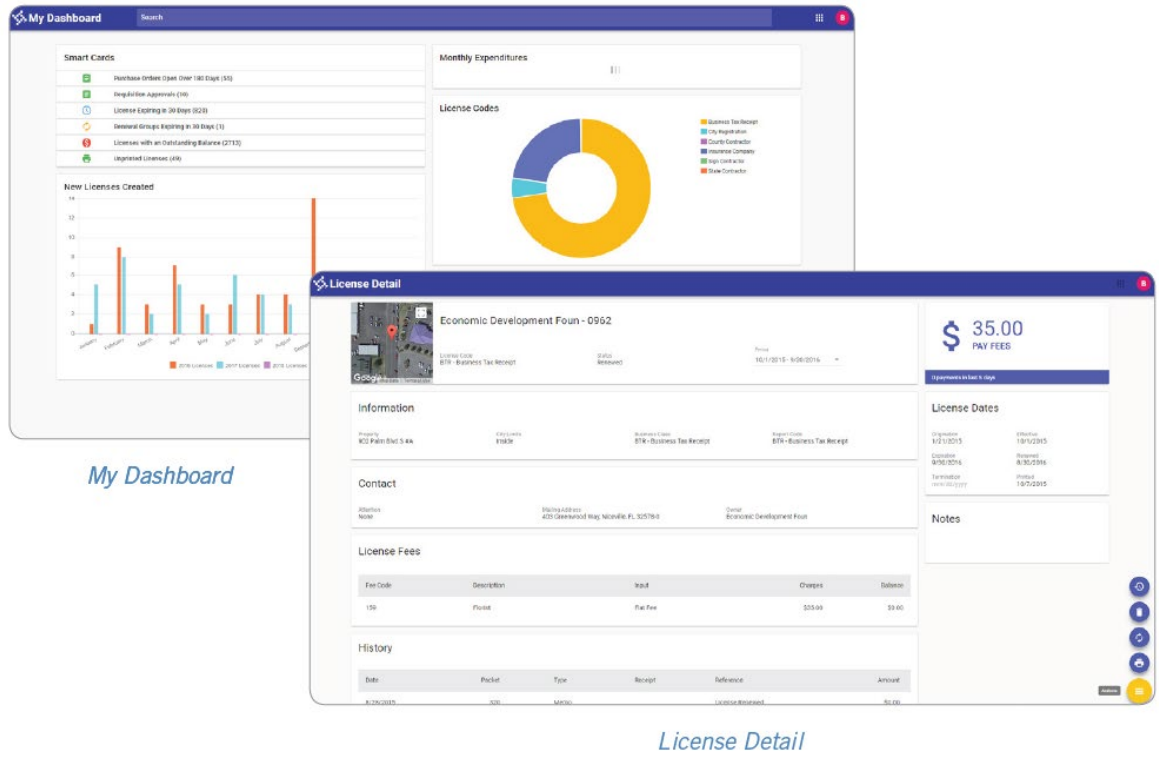


Figure 3. Dashboard and license detail

Automate and Simplify Licensing Processes

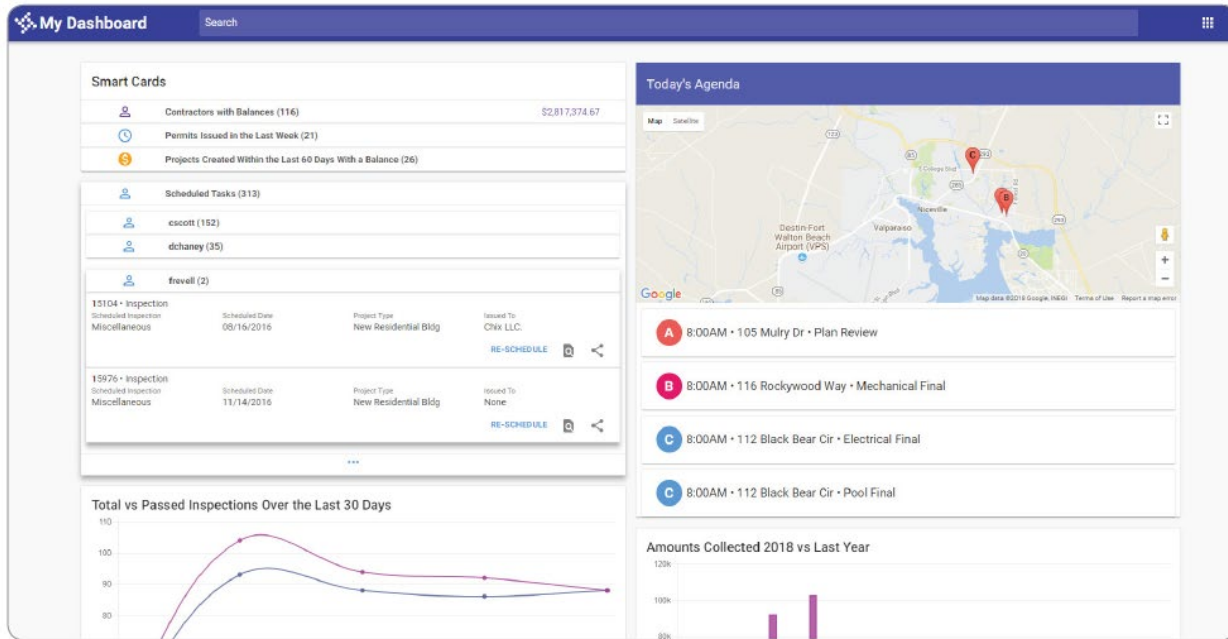
The features and functionality available in ERP Pro Licenses help automate and streamline your organization’s licensing processes, from creation and renewal to reporting.

- Mass renew licenses
- Easily view location information with Google Maps™ integration
- Simplify census and council reporting with role-based dashboards
- Search by license number, name, status, type, secondary contact information, user-defined data, and more
- View in-depth details of a property, including violations, permits, utilities, liens, and contact notes
- Empower code enforcement officers with licensed property details at their fingertips

Solution Overview

ERP Pro Permits

Tyler Technologies' ERP Pro Permits™ module streamlines and tracks the permit management process from initial permit submission and document storage to inspection and permit approval. This module interfaces with Tyler's ERP Pro Contact and Property Management™, ERP Pro Licenses™, and ERP Pro Code Enforcement™ modules, while integration with ERP Pro Financial Management™ applications allows for easy payment processing, refund transfers, and seamless updates to the general ledger.



My Dashboard

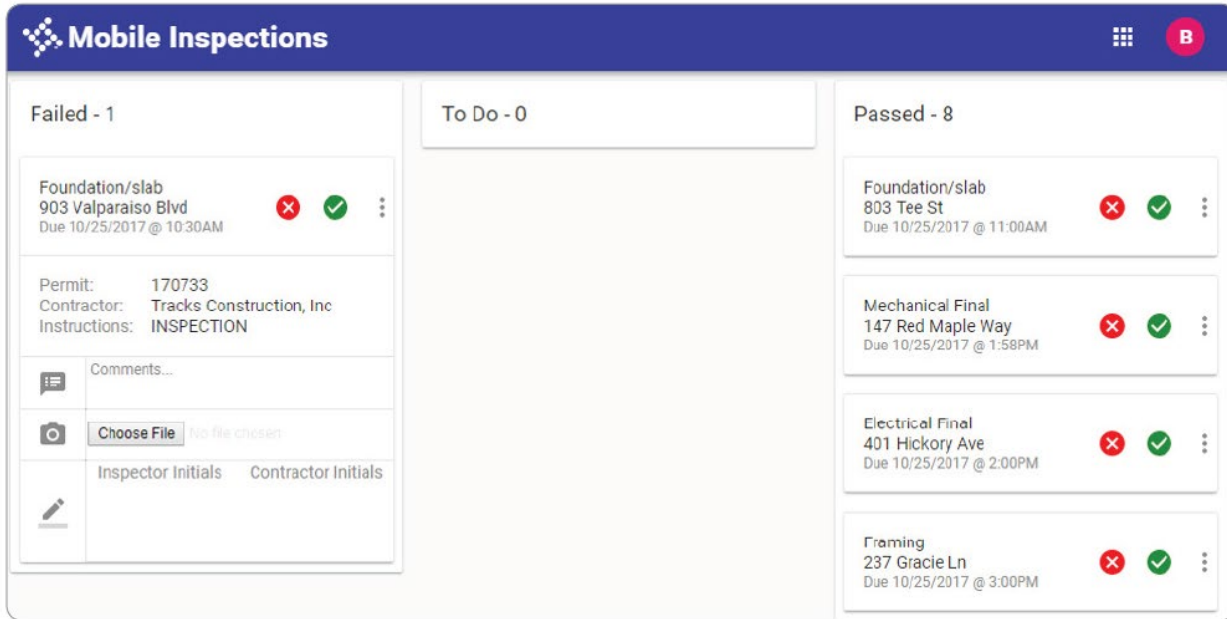
Figure 4. Permit Dashboard

Improve Office Efficiency

This offering from Tyler increases office efficiency by automating processes, reducing foot traffic and paperwork, and putting more power into the hands of citizens and contractors.

- Electronically store plan documents
- Accept permit submissions and online payments
- Schedule inspections through a web portal
- Pull council reports with ease
- View important information at a glance with interactive charts and graphs

Solution Overview



Mobile Inspections

Figure 5. Mobile Inspections dashboard

Boost Field Productivity

The features and functionality available in ERP Pro Permits gives inspectors the power to complete their assignments from the field, keeping everyone updated in real time without having to return to the back office.

- Snap and attach inspection photos
- Dictate and store inspection notes
- Record contractor signatures
- Map and route inspections with Google Maps™ integration

Solution Overview

ERP Pro Code Enforcement

ERP Pro Code Enforcement simplifies and streamlines the code enforcement process. It allows organizations to customize incidents to their unique needs and automatically generate incident notices, and enables citizens to report incidents anytime, anywhere.

Empower Your Staff & Your Community

The features and functionality available in ERP Pro Code Enforcement allow you to put more power into the hands of your inspectors and your citizens by supporting automated processes and reducing office foot traffic and paperwork.

- Store incident attachments electronically, including documents and pictures
- Define the workflow for each incident type
- Enable citizens to report incidents online
- Generate incident reports with ease
- View important information at a glance with interactive charts and graphs

Customize Processes

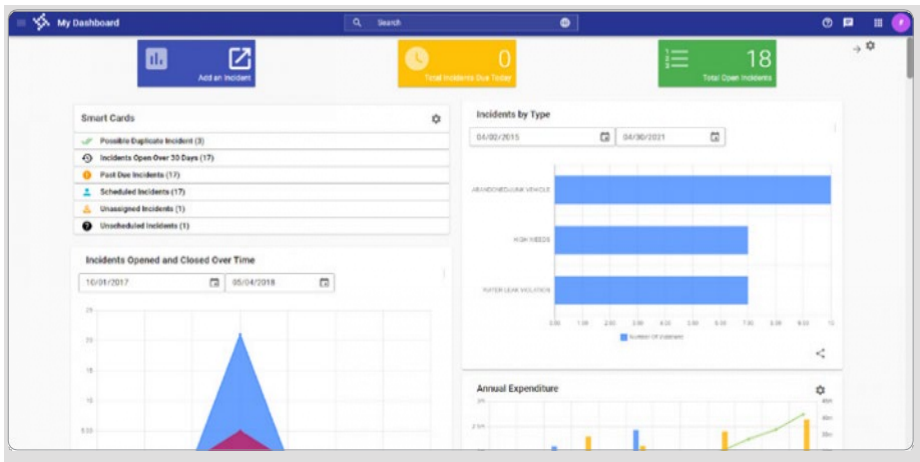
Tailor the workflow for each incident type to match your unique needs.

Increase Efficiency

Enable inspectors to manage and resolve incidents without leaving the field.

Engage The Community

Allow community members to report an incident 24/7/365 from a mobile device.



Tyler Integrations

ERP Pro Code Enforcement integrates with a variety of Tyler products, including:

- ERP Pro Contact and Property Management
- ERP Pro Permitting
- ERP Pro Licensing

Highlights

- HTML5 technology allows the module to be accessed from any device
- Automated data sync delivers real-time information

Solution Overview

- Mobile accessibility reduces travel and streamlines workflow between the office and the field
- Smart Card functionality alerts users to items requiring their attention such as past due incidents or duplicate incidents

Add-Ons

ERP Pro Mobile Code Enforcement, ERP Pro Code Enforcement Online, and Esri Parcel One Way API are available as optional add-ons to ERP Pro Code Enforcement.

Boost Field Productivity with Mobile Code Enforcement

Empower inspectors to manage and resolve incidents and keep office staff informed without leaving the field. ERP Pro Mobile Code Enforcement works with the ERP Pro Code Enforcement module to enable inspectors to:

- Access incidents from any Android or iOS device
- Snap and attach incident photos
- Dictate and store incident notes
- Map and route incidents with Google Maps integration
- Manage and resolve incidents without an internet connection

Municipal Justice

The Municipal Justice Case Management solution is a fully integrated, graphical application that also provides excellent calendar and document management, bond and warrant management, program tracking, and so much more. Utilizing a variety of user-defined options, the court system can be configured to fit your individual needs. Users can create a customizable dashboard, schedule their desired reports, and set automated case updates. Easily create master files for persons, vehicles, officers, attorneys, etc. eliminating the need to re-enter existing information for every case or citation. The existing information can be easily located and attached to a new case. New case filing information can be provided to the Municipal Justice Case Management system from your police records management system, citation system, and from a case import file using a generic file interface to remove manual data entry. These features therefore save time for court staff.



Solution Overview

In the public sector, the average lifespan of a software purchase is five to seven years; Municipal Justice has a retention rate of over 99%, which means once an organization joins our team, they basically never change their software products again. Tyler provides on-going development to continually provide enhancements to keep the software fresh while continuing to meet all state requirements. Our feature-rich court system will improve your court's efficiency, accuracy, and overall abilities to meet the demanding needs of today's court systems.

Court Case Management Features

Case Processing

Through the unique *Search screens*, users can view any information at a glance for all cases within the court system and update the cases from the same screen by entering into the disposition mode, or by batch updating the cases using a macro. Easily print any document, custom letter, or series of documents for any case.

The court can easily update address information, phone numbers, email address, and physical information and even capture the case party's photo from this single screen. The ability to make changes are set by user-based security roles defined by you. All changes are recorded in a detailed history screen and are time/date/user stamped. Alias names can easily be attached to a name record, ensuring that all information for the case party is displayed regardless of the name being searched.

Search information in the system by Name, DOB, Social Security number, Driver's License number, Case/Citation number, vehicle information, addresses and numerous other criteria. In addition, you can search case by activity of Officer, Judge, Prosecutor, Defense Attorney, Program Assigned, or by Date of Status, Warrant, Sent to Collections, Conviction, Case Filed Date, and more.

Identifiers on the screen alert clerks to their being an outstanding warrant, active bonds on the case, age (Juvenile, Minor), witnesses, and you have the ability to create 'Hot Flags' on a case party such as 'No Checks' or 'Translator Required'.

Judiciary

Court Features are designed to assist the judicial and court staff with setting cases for trial and having the calendar check officer schedules, judicial, and prosecution availability, and set a maximum number of cases allowed on a court date session.

Additional Features:

- Track an unlimited number of court settings at a time, all with different due dates/times
- Status codes automatically enter numerous defaults for judges and court staff such as plea, trial type, and set new fees based on a single status code
- Create pre-defined Judgments for ease in judicial sentencing cases
- Amend charges without having to re-enter case information
- Set payment plans and payment groups which automatically roll the due date upon payment
- Provide jail credit/community service credit based on a pre-defined rate
- Add Attorneys to a case with ease
- User defined grid for displaying information in the desired order by each user

Solution Overview

- Witness flags are displayed on the screen, track case victims, restitution, and subpoena service
- Unlimited note ability; identified by private, public, court session and Prosecutor types
- Adjust fees, fines, and costs with the click of your mouse
- Combined total is displayed on the screen
- Next action date, payment date or court date displayed on the main screen, no need to drill down inside the case
- Complete detailed history available

Payments, Cash Bonds, Cash Reports & Credits

Tyler provides the ability to adjust fees and fines from numerous areas within the software, including when payments are entered. Tyler also provides the ability to enter payments in full or partial payments for cases set up on a payment plan. Payments are posted by the system to the proper fees/costs/fines/restitution in the order defined by the court. A record is created on each case as to which fees have been paid, the balance of the fees due and any credit that has been applied to the case. The user can take multiple payments on one receipt with the balance due for each case listed on the receipt.

Tyler’s Defendant Access online payment portal offers your defendants options for taking care of their cases quickly and easily from their home computer, smartphone, or tablet device. Increasing your web traffic will result in faster payments, and less foot traffic in your court. The easier you make it for a defendant to take care of their cases, the more likely they are to do so. Since this feature is part of the Municipal Justice case management system, any actions performed online will update to the case in real time.

Cash bonds are easily posted to the violator’s case. Bonds are then managed through our bond management screen for ease in applying, forfeiting, refunding, or transferring from case to case.

Credit can be applied to a case for various types of community service or jail time served. Receipts are printed and numbered for each transaction. Through the use of our unique case status codes, the user can automatically add new fees to a case when the case status is changed.

The Tyler court software provides a direct interface to any Tyler Technologies General Ledger system, ending the need for journal entries. For an additional fee, Tyler may be able to create an interface file for uploading into other general ledger systems.

Additional Features:

- Print receipt(s) for all transactions
- Void receipts (with proper security rights)
- Partial payments automatically role the date to the next payment date due, if applicable
- System prevents over-payments
- Set security flags on a case party, such as “Do Not Accept Checks”
- Create payment groups for multiple cases to be paid on one arrangement
- Automatically add payment plan fees (if applicable)
- Take different methods of payment on a single receipt

Solution Overview

- Track Bonding Company information contained in a master file to reduce the need of reentering bond company information
- Set bonding limits on bond companies
- Create a refund list for Accounts Payable
- Write refund checks directly out of the software

Docketing

Tyler’s Municipal Justice Case Management software offers a wide variety of docket options. Dockets are easily created in conjunction with case statuses and the calendar availability. Our dockets can be created in several formats and called up in various orders such as: alphabetical, by docket number, by officer, and many others. Tyler also provides a live self-check in process so that Defendants can update contact information and record the order that they arrived for court.

All cases on the selected docket automatically appear on the live docket screen allowing for fast, efficient adjudication of the cases without having to search for each case. Cases can be updated in a batch as well, such as rescheduling just a specific attorney’s cases. In addition to the numerous dockets that we provide for the court, Tyler also provides an Attorney Docket; a Prosecutor’s Docket; and a Police Officer Docket for each officer with cases scheduled to appear in court.

All dockets can be printed or archived for historical purposes. A true and complete final docket can be generated after court that will provide the outcome of all cases that were listed on the docket.

Prosecution

Municipal Justice Prosecutor Features are designed to aid the prosecuting attorney with streamlining the case filing review process and maintaining data needed for hearing and trial preparation. The Municipal Justice System allows for the creation of charging documents, the maintenance of charge decisions, the ability to track forms, actions of your office.

For **Prosecutors**, you can easily:

- Review new alleged offenses and complaints to determine prosecution weight permitting you the capability to preserve the duties of the prosecutor’s office in seeking justice
- Customize charging language on offense codes for streamlined charging document production
- Take steps to Amend, Accept, Decline, or Hold a new filing for additional research with a click of a button
- Generate documents, such as lack of evidence motions, subpoenas, and notices pull information from the party and case record into documents without the need to re-key data
- Transform your office by integrating document management capabilities to create an electronic case file, instead of a paper one, as well as the ability to scan and store documents, pictures, police reports, video, and audio.
- Independently, each office can leverage powerful tools needed to effectively manage their caseload, organize case comments, and easily track the data necessary to efficiently perform daily tasks.

Solution Overview

Warrants

Tyler provides the ability to create an unlimited number of warrant types, allowing for different fees to be added to warrants based on type, different documents to be generated based on type and bonds to be set based on type. Warranted cases display an indicator on the screen, as well as marking each name and case with a red flag to ensure that staff notice. Photos of the violator can be printed directly on the warrant, as well as any desired descriptors. Activated warrant information can be provided to your police records management system by adding a generic file interface to remove manual data entry for the public safety division.

Warrants can be created in a batch process, or on a case-by-case basis. Our Warrant management provides the ability to produce numerous types of warrant reports based on address, city selection, offense, names, and several other options. Warrants status updates can easily be made with tracking attempts to serve, including notes on why you were unable to serve the warrant.

Payments, or the posting of bonds, can automatically clear the warrant. Detailed histories of the warrants are maintained within the software. Numerous detailed warrant reports are provided including the listing of outstanding warrants and cleared warrants.

Features

Live Courtroom Docket

Municipal Justice provides the ability to create a true, live courtroom docket with user-defined workflows based on your court rules. Features include entering sentencing dispositions and findings, posting payments and bonds, document printing of any user-designed form, issuing community service credit or jail credit, add new comments and the addition of walk-ins to the court docket.

Managing Dispositions

Easily track and manage every aspect of the disposition of your cases. Drop down boxes provide your user-defined codes for quickly and efficiently updating pleas, case settings, trial types, fees/fines, judgments, assigned programs, restitution, and much more. Adjudicated case disposition information can be provided to your police records management system by adding a generic file interface to allow for case status updates providing a single location look-up, if desired.

Case Routing and Paperless Court

Never lose case folders with Municipal Justice as users can electronically route cases keeping a workflow record of whose queues the cases are in. Search for, locate, and track cases to the judge's review queue, the prosecutor's offer queue, and more. Unlimited user defined routing tools for workflows from Municipal Justice. Also, utilizing Tyler's paperless court document manager is the place where you can see the most immediate impact of going paperless. Multiple users in different locations can view the case documents simultaneously.

The efficiency and productivity can revolutionize the way you conduct court, save hundreds of man hours weekly, reduce expenses and minimize human error. Access media attached to case files such as dashboard camera video, traffic light camera shots and driver's license scans. Integrate with public safety solutions to import citations, police case records, and warrants.

Warrant Management

Warrants and Failure to Appear charges can be issued in a batch or selected by the user and printed by the system. Served warrant information is displayed in the system for historic information. Users have the ability

Solution Overview

to define an unlimited number of warrant types, create the wording for each warrant type, and create warrant fees for each warrant type and to define additional rules for warrant types.

Case History and Register of Actions

From Case History, users are able to see every event that has ever taken place on a case, including payments and receipt numbers, documents printed on the case, changes to fees and fines, any case settings and much more. From the Court’s register of actions, courts can customize the settings for immediate view of the court’s user defined register of actions documenting important actions taken and a reportable summary may be generated for each case and viewed in Tyler’s paperless court document manager for case record retention.

Jury Selection & Management

For court with jury trials, easily create jury pools, manage juror addresses, exempt status, and service history. Create and print a user-defined jury summons, voir dire seating charts, check them in, assign them to courtroom panels, create notices for non-appearances, issue juror checks, and much more. Municipal Jury Manager will track your juror statistical attendance trends.

Juror Access

Courts needing a juror online portal to help with more juror needs can utilize the Municipal Jury Manager’s Juror Access. This add-on feature allows for juror self-serve to file exemptions, reschedule, or complete questionnaires following the court’s business rules. These self-service features update in real-time to Municipal Jury Manager. This added feature will streamline the entire jury management process.



juror

Ethnicity and Interpreter Tracking

Track all ethnic backgrounds from Hispanic to Vietnamese by simply adding the ethnicity at the time of data entry. Tyler also provides the ability to track the need for an interpreter and the translated language needed.

Case Status Tracking

Municipal Justice users can track cases by status and status date, creating a report or updating hundreds of cases at a time. By selecting the current status and date range, the court user can generate custom courtesy letters or forms, reset cases, and change or update statuses or add additional fees, without having to go to individual cases to update them. Municipal Justice uses merge functionality to allow the court to create and edit unlimited custom forms.

Citation Book Tracking

Municipal Justice has the ability to track the citation books issued to officers. Reports can be generated on the number of missing citations, easing audits on citation books.

State Reports

Municipal Justice Meets All State Reporting Requirements, as well as offering electronic conviction reporting in all States where applicable.

Status Groups

Create groups of statuses for creating dockets and issuing warrants. This eliminates having to enter the information each time you create a docket or issue warrants.

Solution Overview

Batch Processing

Update dozens of cases instantly with the Case Management Center, providing the ability to print letters, add fees, reset court dates, overdue payment, and send attorney notices and much more from one screen in one process. Based upon the need of the court, at an additional cost, Tyler may be able to create an interface file for exporting and importing case information to a third-party collection agency.

Macros

User defined macros based on your business rules make time consuming updates a thing of the past. One button click and you can instantly set cases up for a Continuance, Extension of Payment, Driving Safety courses, Deferred Dispositions, Motion Review, Sentencing, or any other court setting.

Program Tracking

Municipal Justice allows for the tracking of cases assigned to programs and conditions providing the ability to record completion or failure of, and any other court ordered program.

Parking Citation Management

Tyler provides for Parking Citation management built into our Court Case Management application. Status reports can generate to find unpaid citations and act on them, such as increasing the fine or printing warning notices to past due delinquent violators using the scheduler. Upon the need of the court, Tyler may be able to create an interface file for exporting and importing vehicle registered owner case information to the state department of motor vehicle where applicable.

Reporting

In addition to Tyler meeting all State required reporting, we also offer more than 70 standard reports ranging from warrant reports to officer activity to statistical reports. These reports provide a variety of criteria, providing the user with the ability to get a wealth of information from the court data. We also provide reports standardized by the National Center for State Courts. Additionally, Tyler's report builder allows you to create customized reports that can be used once or saved as a template for continued use. All reports can be exported into several different formats, attached to an email, or archived directly from the software. For a complete list of our standard reports, or a demonstration of the reporting system, please contact your Account Executive.

Hardware Requirements & Services

Hardware Requirements & Services

On-Premise Hardware

Tyler provides not only best-in-breed software and services, but we also strive to provide you with hardware and IT Services to effectively and efficiently run your systems. If you choose to purchase hardware through Tyler, we can provide stellar support, high-quality hardware, and an abundant array of optional services.

Dedicated Support Staff

Tyler has a team of IT support personnel that is passionate about providing hardware, networking, and IT support services. When you turn to us, your needs are met by knowledgeable technicians, an experienced team, proven partnerships, and our ability to get the job done. Tyler employs Industry Certified Technicians that hold certifications including:

- Microsoft Certified System Engineer (MCSE)
- Microsoft Certified Professional (MCP)
- CompTIA A+ Certification
- CompTIA Network+ Certification
- SSPA Certified Support Professionals (CSP)

Partnerships

Tyler has acquired relationships with the top hardware distributors to allow us to provide our clients with the best products to serve your community. Because Tyler has access to multiple resources, we can provide you with a system that will fit your needs, and your budget. Tyler is Certified Partners and Certified Resellers of:

- Microsoft (ISV)
- Cisco
- IBM
- Citrix
- Dell
- HP

Implementation

Our clients can count on Tyler to provide thorough hardware implementation services for all hardware purchased through us. Tyler provides remote set-up services for all clients, and on-site services at an extra charge. We can build every aspect of the site's network infrastructure, as well as install servers, PCs, and peripheral units. Regardless of the client's IT levels of expertise, our dedicated team can help you.

Network Services

Tyler offers Network Support services that are designed to help you cover routine maintenance issues and problems that may arise on Tyler Supported Systems.

- New Employee Setup

Hardware Requirements & Services

- Troubleshooting
- Error Diagnosis
- Adding New Computer Systems
- Printer Help

Optional Services

System Management

Tyler’s optional System Management services combine some of the most popular services into one package. These combined services provide the peace of mind to you and your IT staff.

- Remote Helpdesk
- Backup Assistance
- Network Protection Services
- Reduced rate for on-site assistance

With this service, Tyler maintains computers, servers, printers, and networking devices on your Tyler network. You benefit from knowledgeable and experienced technicians providing you with expert technical support and data backup assistance—all without the expense, personnel overhead, and management issues of additional IT staff.

Problem resolution is made fast and convenient by utilizing Bomgar technology to connect to your desktop, allowing us to see what you are seeing. Take advantage of real-time technical troubleshooting for many questions.

- Computer system operating system and hardware issues
- Network assessment, design, and implementation
- File and print server setup and management
- Microsoft Exchange messaging environment
- Network security
- Remote access & virtual private networking (VPN) clients
- Internet connectivity

Application Availability Services – DDRS plus Hosting

Tyler has created a disaster recovery service that not only protects our clients’ data from loss during a disaster, but also includes data integrity checks, quick restoration of data processes, and remotely hosted data during an emergency. These features will help you to get back on your feet quickly, and maintain productivity during a time of chaos.

3rd Party Warranty Information

Tyler is an authorized reseller of all hardware proposed to our clients; however we do not provide warranties solely through Tyler. All warranty information can be obtained through the product manufacturer’s website. Tyler does provide information on extended warranties through specific product vendors. For complete details on Tyler’s warranty policy, please see Tyler’s Terms and Conditions within this response.

Hardware Requirements & Services

Tyler Cloud Solutions

Overview

Tyler’s subscription-based cloud applications run on AWS, the world’s most comprehensive and broadly adopted cloud platform. Applications are available securely from any internet connection, anywhere, anytime. Tyler Technologies manages all client cloud operations, including application upgrades and platform administration, providing clients with a single point of contact for all software and hosting needs.

Clients receive clear and concise documentation, defining all aspects of the relationship including contract (commitment to partner) and service level agreement (measurable expectations of availability).

Features

Tyler SaaS solutions eliminate heavy up-front and unpredictable ongoing on-premises infrastructure fees. Many administration tasks are offloaded to Tyler support staff, allowing client IT staff to focus on other mission critical initiatives. Services include:

- System Administration. Tyler performs routine administrative tasks to provide application access at industry standard performance levels. This includes the installation, upgrade, support, and maintenance of the Tyler applications, platforms, and infrastructure. Tyler’s dedicated Network Operations Center (NOC) provides 24x7 performance and security monitoring of all cloud solutions.
- Enhanced Security Controls. Tyler employ’s security controls through compliance standards, layers of network security, adherence to best practices, and qualified staff. All client data is secured and protected both in-transit and at-rest data using industry standard encryption protocols. Annual assurance audits include Service Organization Controls (SOC) 1 Type 2 and SOC 2 Type 2 conducted by an independent AICPA firm, and PCI Security Council PA-DSS and PCI-DSS validation for Tyler’s payment processing applications.
- Streamlined Account Management. Tyler solutions include zero-trust identity management built on technology from Okta, the industry leader in identity management. Support for industry standard identity providers (IdP’s) such as Microsoft Azure AD and Google Cloud Identity provides clients with seamless, single sign-on to Tyler back-office solutions. This also enables clients to use their own login and password policies, including the use of multifactor authentication for enhanced identity verification.
- Business Continuity & Disaster Recovery. Tyler solutions run on AWS, built to guard against outages and incidents, minimizing impact on customers and the continuity of services. Solutions and data are replicated across multiple AWS Availability Zones, connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Client data is backed up and retained using a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use and encrypted using FIPS140-2 and FIPS140-3 standards.

Benefits

- Reduce IT workload: IT resources are freed up to enable work on more strategic initiatives.
- Eliminate server acquisitions and maintenance costs: Costly hardware purchases, upgrades, and maintenance are avoided.
- Easy budgeting: Tyler's SaaS subscription is a set fee, flattening the peaks and valleys associated with the acquisition of software and services. Subscribing dramatically lowers initial costs and provides consistent ongoing costs that can be easily budgeted for the duration of the agreement.

Hardware Requirements & Services

- No secondary operational fees: Maintenance, support, and hosting fees are included.
- Expandable: Additional Tyler solutions applications are easily added, as needed.
- 24/7/365: Tyler provides round-the-clock, on-call coverage for critical outages.

Tyler on AWS

Tyler solutions run on AWS state of the art data centers using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud.

AWS builds to guard against outages and incidents, and accounts for them in the design of their services; so, when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible. AWS data centers operate in alignment with Tier III+ guidelines. More information regarding Uptime Institute guidelines employed can be found at: <https://aws.amazon.com/compliance/uptimeinstitute/>.

As part of Tyler’s defined business continuity plan, full server snapshots are replicated across multiple Availability Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity, and housed in separate facilities. They are connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Tyler employs a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use. Data transfer and storage is encrypted as defined in FIPS140-2 and FIPS140-3 standards over private connections within the AWS network. Backup of client production data occurs nightly and are retained as defined by application-specific retention policies. Data restoration requests must be submitted through the standard support ticketing process by client approved personnel only.

Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for data centers used for Tyler SaaS hosting. Tyler’s business continuity plan is tested annually, and backup restore tests are performed weekly. Further information regarding Tyler’s business continuity plan can be found in Tyler’s most recent Type 2 Service Organization Controls No. 2 (SOC 2) report.

Implementation

Implementation

Implementation Methodology

Tyler’s implementation process demonstrates our long-term commitment to our clients with a methodology tailored specifically to the public sector. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 10,000 public sector implementation projects. Tyler’s methodology is based on three vital foundations:

- Industry experience
- A globally recognized project management approach
- In-house expertise

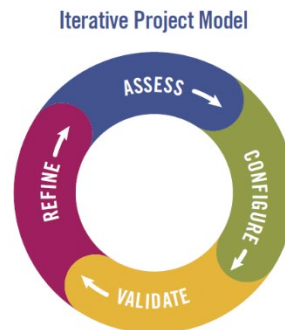
Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

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

Tyler’s Six Stage Project Methodology



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



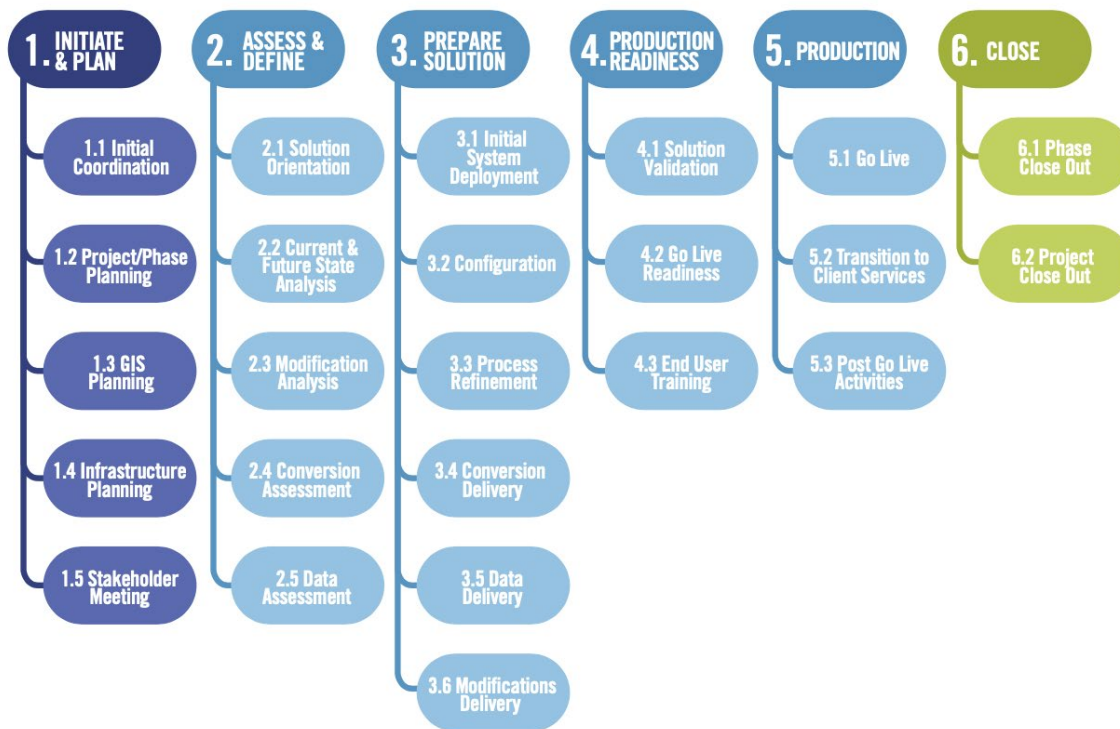
Implementation

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

Work Breakdown Structure

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

Work Breakdown Structure (WBS)



Project Governance

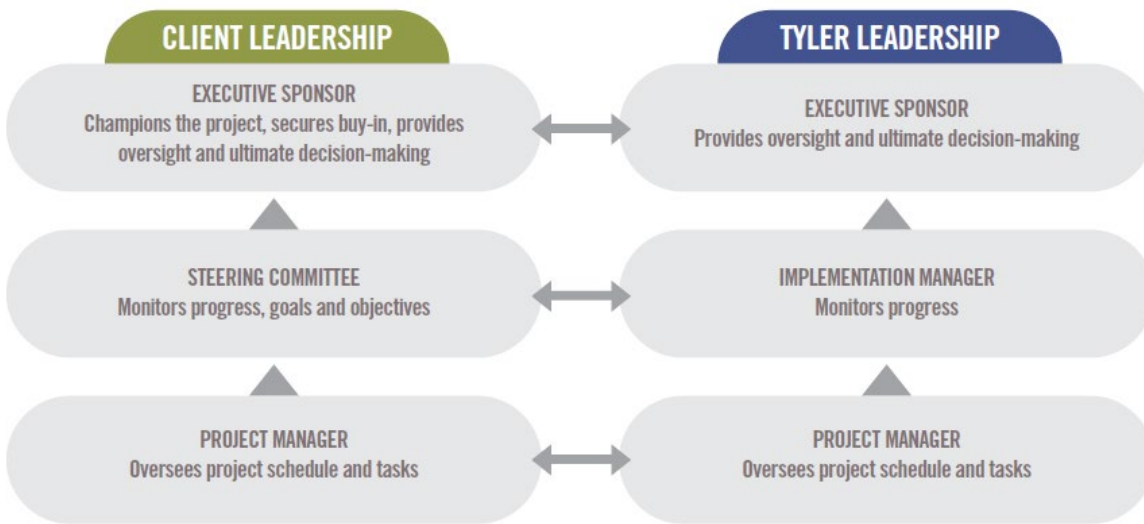
Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition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

Implementation

Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

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

Project Governance Relationships



Project Management

Our approach to project governance has been continuously improved during Tyler’s more than 35 years of experience implementing software exclusively with public sector clients. No one knows the system better than our staff. That’s exactly why we don’t contract third parties to do our implementation for us. We do it best. Project Managers will be assigned to each phase of your project and will engage subject matter experts throughout the implementation. Our staff consists of seasoned professionals with unique and proprietary skills and years of experience, focused into dedicated departments.

Project Communication

Tyler understands the importance of having current, accurate, easily accessible information during an Implementation Project. As part of Implementation, each new Tyler client will be provided a Project Portal. The purpose of this site is to furnish the project teams with a central location to plan, store and access pertinent documentation and information relating to your Implementation project.

Implementation

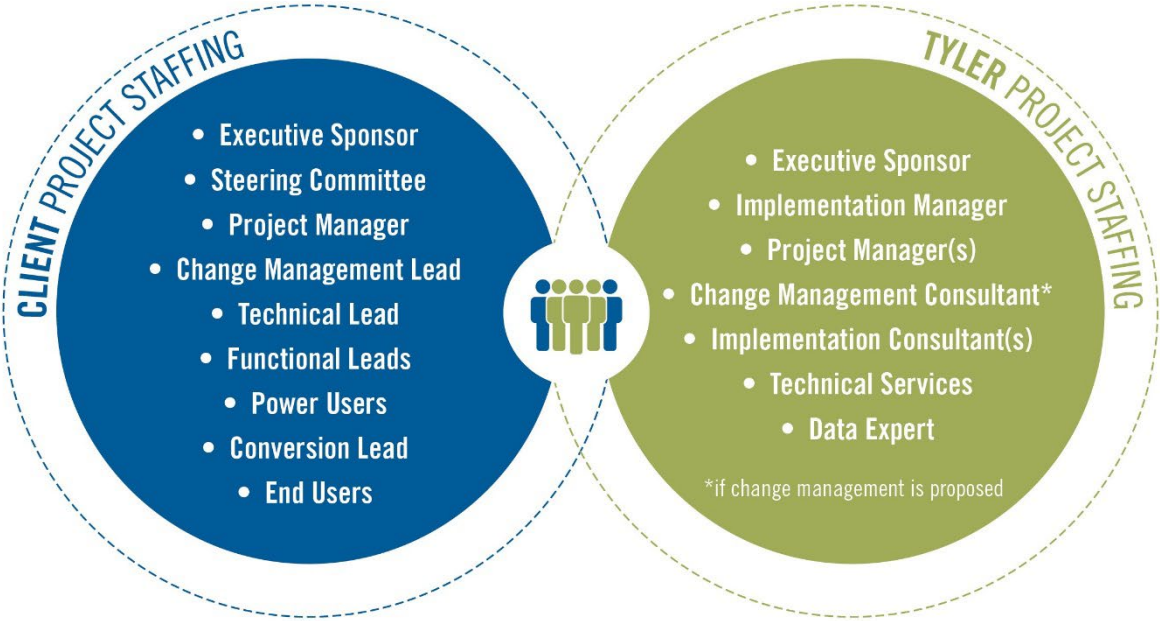
This site will be jointly maintained by the project teams for the duration of the implementation. Once the client has gone live, the portal will be maintained by Tyler’s Client Services team for the first year of live processing, and all files are available to the client to download during this time.

Management and Scope

The Tyler Project Manager and implementation teams will communicate regularly with your project team. All implementation deliverables generate reports which contain detailed assessments of task completion, staff participation and material absorption. The Tyler Project Manager(s) will evaluate and measure the report results, communicating the gaps and adjusting the plan accordingly. Should issues arise during the project, there are several escalation paths that can be used laid out in the communication plan.

Project Organizational Chart

Every implementation project is comprised of both client resources and Tyler resources working together at varying levels of involvement to ensure a successful implementation. The chart below outlines each of those resource groups. Please keep in mind that some resources in your organizations may fall into multiple groups.



Business Process Consulting Overview

Tyler understands that software implementations takes extensive planning and analysis of business practices, that’s why we’ve created our Business Process Consulting (BPC) service designed for clients who could benefit from more robust analysis and discussion in determining best business practices and designing policies to make the most of your new solution.

Tyler’s BPC service is designed to assist your organization with the redesign of practices and policies to best leverage your investment in your Tyler software solution. This in-depth analysis takes into consideration local policies, client-specific goals, opportunities for efficiencies, improved reporting/inquiry, audit compliance, and results in three distinct deliverables: business process redesign, chart of accounts recommendations, and custom documentation.

Implementation

Tyler consultants work with your team at the beginning of the project to conduct a thorough current/future state analysis. Once goals and objectives are discussed and the analysis is completed, best practice recommendations are provided with options outlined for each process, including a ranking of the options and notes as to why each is recommended.

Tyler will then conduct a formal review of these options with your project team and the system will be configured to match the agreed upon business practices. Your Tyler consultant(s) will then create custom process documentation based on configuration decisions. This documentation is used for a number of project activities including training and testing.

Customized documents outline step-by-step processes for the day-to-day use of Tyler’s applications. These manuals are customized for each client, except for the general system navigation section, which is standard for all clients. Setup tables are not documented within these manuals unless the maintenance of the table is required on a regular basis (i.e. one-time setup tables are not part of procedural documentation).

The output of BPC is a new chart of accounts, a system design document that serves as a ‘roadmap’ and guide for the implementation, and customized desktop documents outlining new processes.

Solution Validation

Making sure your new system works the way you need it to is paramount to the success of the implementation. Tyler’s quality management and validation plan addresses both the project and the product, while ensuring project objectives are met. The project teams validate the solution throughout the life of the project to expose issues that would normally only be revealed in a production environment.

A controlled environment is created for high-level product validation, import and export interface, functional flow, and reliability.

The goal of validation is for End Users to gain extensive product experience, develop a high level of confidence in Tyler’s products, and understand their specific functions within the solution.

Expected benefits from the completion of validation also include:

- The infrastructure of hardware and network design is thoroughly vetted
- In-scope data conversions are delivered and fully integrated into the solution (if applicable)
- Modifications are delivered and fully integrated into the solution (if applicable)
- A managed Issues List is fully quantified

Issue tracking, resolution accountability, and completed issue resolution are necessary in a successfully completed project. The validation phase is a shared responsibility and must be recognized as such.

Knowledge Transfer Approach

During implementation of our products, Tyler’s goal is to educate your resources so that they are self-sufficient users of the solution. Tyler uses a train-the-trainer model to transfer knowledge. Tyler’s project team will provide comprehensive training to your team, which includes the project manager, functional leads, and power users. Tyler provides one occurrence, or more, of each scheduled training or implementation topic. The first time focuses on the process steps, while the second time, the training is more advanced. Sessions for each topic will also cover configuration for functional leads and power users, so that future changes can be easily made.

Implementation

Ensuring comprehension of daily job functions is essential to a successful go-live and product adoption. The goal of our train-the-trainer approach is to expose the most sophisticated users to the system first, so system configuration, converted data, and new procedures are thoroughly vetted by your team before being introduced to end users. During training, Tyler implementation consultants measure knowledge transfers through assessments and lead mini parallel processes and validations.

Implementation Plan Stages

Stage 1: Initiate & Plan

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

Objectives:

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

Stage 2: Assess & Define

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

Objectives:

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

Stage 3: Prepare Solution

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

Objectives:

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

Stage 4: Production Readiness

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

Implementation

Objectives:

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

Stage 5: Production

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

Objectives:

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

Stage 6: Close

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

Objectives:

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

Change Management Services

Effective change management is the cornerstone of a successful ERP implementation. With Tyler’s change management program, you can ensure your people transition along with your re-engineered business processes. Tyler’s change management experts are Prosci® certified and use industry leading skills and tools to assess your organization’s capacity for change and then help you prepare, manage, and reinforce the transition. Prosci research shows that implementing effective change management strategies will increase the probability of a project’s success. Additionally, change management services assist handling employees’ resistance to change, while building change competencies into the organization for future projects.

What Is Change Management?

It is a structured process and set of tools for managing the people side of change. In fact, employee acceptance and the understanding of change is as important to a project’s success as having the right software, project manager, resources, and experts. Resistance to change can derail an organization’s plan to move forward. Efficient and effective change management considers how each employee adopts and utilizes the change, how it will affect organizational objectives, and how expectations can be met or exceeded. Well managed change results in a higher ROI allowing projects to stay on time and budget. Change Management programs also help organizations to successfully achieve goals, while more efficiently utilizing employees’ valuable time.

Building Success

There are three elements necessary to build a strong change management strategy:

Implementation

- Executive Leadership (sponsorship) — the required leadership to set the necessary changes into motion. Active and visible leadership is the number one indicator of project success.
- Project Management — the fundamentals of managing a project, including the design of work tasks and the management of resources to implement changes on time and on budget.
- Change Management — the people side of change. This represents the actions taken by the organization to help employees’ transition from the current state to the desired future state.

Choosing Change Management

Each client requires a different amount of support from Tyler when it comes to their change management needs. Some organizations only need minimal guidance and a robust toolset to facilitate their program, while others want Tyler to take the lead in developing and executing their program. Whichever model fits your organization’s needs, Tyler has designed two options to ensure your organization doesn’t leave change management out of its plan for project success.

Option 1: Foundation Change Management

Foundation Change Management provides a plan, training, and toolset that can be used by the client to execute change management activities. Clients can easily order a three-day block of change management expertise for a Tyler Prosci® certified resource to come onsite and help execute the plan or solve challenging issues. The goal of this service is to provide a low-cost change management plan.

Option 2: Enterprise Change Management

Tyler’s Enterprise Change Management offering is designed for organizations that want a robust and complete solution to address their change management needs for large-scale projects. A Prosci certified Tyler change management expert will lead each change management step, which includes assessing the organization’s capacity for change and then helping them prepare, execute, and reinforce the transition.

Tyler will develop a detailed change management plan and conduct a thorough organizational change assessment. These pivotal deliverables establish a path for further change management activities, including:

- Training of the organization’s Change Management lead and coaches
- Developing a sponsor activity model
- Tracking and communicating procedural changes to impacted employees
- Guiding recognition, feedback, and lessons learned events
- Completing a resistance management plan

Enterprise Change Management includes a collaborative review of the tools for tracking these activities and offers regular onsite visits to provide support and corrective action opportunities throughout the project phase.

Once a go-live date is in place, Tyler’s expert will work with the organization to ensure communications are clear to all impacted employees and that strategies are in place for supporting them throughout the process. After go-live, monitoring of compliance and resistance continues until a formal transition of all change management tools, guides, and presentations are completed at close. This ensures that the organization has the skills and tools to continue monitoring the adoption of the new system and, at a later date, can create a change management program for use in future projects or change initiatives.

Implementation

Project Resources

Tyler groups your team and Tyler resources based on their functional role within the project. This allows for easier staffing and communication within and between project teams. Please reference the project resource roles graphic below for a summary of responsibilities for each role. Our project approach is based on our experience and knowledge from working exclusively with public sector clients.



Tyler Training Plan

Everyone’s learning style is different. That’s why Tyler offers several training formats to accommodate our diverse clients’ needs. Training by Tyler staff provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization’s own data.

A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to:

- Communicate the process to stakeholders and functional leaders
- Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.)

Implementation

- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the plan has been successfully followed

Your organization is set up for success with Tyler’s train the trainer approach to training and education plan developed over years of industry experience.

Scheduling and Attendance

Tyler prefers a classroom and curriculum approach for training to ensure knowledge transfer, comprehension, and retention. A successful user training session is in a classroom environment with a computer for each user, whiteboard, printer in the room or nearby, and one computer connected to a projector.

Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system.

Responsibilities

Tyler knows the value of being prepared for the use of our software in production. Our goal is to partner with you and lend our expertise based on experience, in order to allow your resources to be successful at go-live.



Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary.

Training Materials

Tyler maintains a complete set of documentation that is available to all users through the KnowledgeBase. The KnowledgeBase provides users with a single, easily accessible location to find all existing documentation on Tyler products and other widely used technology products. Included are procedure documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas,

Implementation

training exercises and much more. Clients also have the ability to download documentation into Microsoft Word format to edit to match internal policies and procedures.

Training Options for Public Health

Tyler has a longstanding track record delivering virtual implementation services. With our strong virtual capabilities, Tyler has adjusted to the current Covid-19 climate. Tyler plans to continue to deliver all training virtually, including Go Lives, until health and travel conditions stabilize. Since Work from Home Orders have been in place across the U.S., Tyler has delivered approximately 75,000 hours of Implementation Services remotely and brought over 25 clients live virtually.

At this time local, state, and federal governments within the United States (US) are limiting travel within our borders and abroad. When the local and state governments start lifting restrictions, we will evaluate each project and determine which, if any, sessions cannot be delivered effectively and efficiently through virtual consultation, and only those sessions will be considered for travel. Tyler’s standard approach, under normal circumstances, is to conduct roughly 25% of all project days on-site in your facilities.

A typical day of training is from 9:00 to 4:30 (or 8:30 to 4:00), allowing for a break for lunch and short breaks in the morning and afternoon as needed. We’ve found that allowing users time to return to their daily responsibilities before and after classes or sessions allows for more productivity during the session. It also allows the Tyler Implementation staff time to prepare upon arrival and follow-up afterward. The start and stop times for the training will be discussed and agreed upon by Project Management during the planning portion of the project and will be published as standard session times throughout the project.

Training classes should be limited to between 12 attendees. Certain subject areas and topics allow for much larger training classes.

Data Conversion

The data conversion process can be the most time-critical element of your project plan. Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our data experts conduct hundreds of data conversions every year mapping legacy data through custom written programs.

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



Implementation

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

Data Conversion Standards & Responsibilities

While Tyler’s data experts have extensive experience with data mining, conversion, and migration, it is your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, to make data validation efforts seamless resulting in a high-quality migration.

Utility Billing Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Utility Billing Suite. This is not a complete description; for a complete description, please refer to the Tyler Utility Billing Data Conversion Specification document available upon request.

Client Responsibilities

- Data in Tyler’s Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to training and go-live

Data Conversion

The Utility Billing conversion has additional options that can be purchased depending on the level of data to be converted. Each option has a different cost associated with it.

Utility Billing

Standard Conversion Includes:

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Properties
- Account Master
- Meters
- Transaction History – Includes current year plus 1 prior year
 - If the transaction history is not clean it may not be possible to convert. In this case, balances would be required to be provided by you and these would be converted in place of the detailed transactions.
- Services Metered – Includes 1 metered services
- Services Non-Metered – Includes up to 2 non-metered services

Implementation

- Bill Compare ran against one billing cycle
- Standard User Defined Fields
 - Tax ID
 - Home Phone Number
 - Work Phone Number
 - Old Account Number

Additional Options:

- Bank Codes and Bank Drafts
- **ACTIVE** Deposits
- Device Inspections
- Renumbering of Accounts
- Contracts
- Notes
- Additional Years of Transactional History (per year)
- Devices
- AMP (Average Monthly Payments)
- Energy Assistance
- Sewer Average
- Winter Average
- Additional Metered Services (over one)
- Additional Non-Metered Services (over two)

Custom Conversion Services

The following are a few examples of items that are not included in the standard conversion and can be addressed through custom conversion services:

- Converting records with counts lower than 1000 accounts
- Multiple Bill Compares on multiple cycles. This will require additional “Before” and “After” billing data along with additional hours.
- Converting tables beyond Tyler’ defined code tables (See Cross Reference Tables Section)
- Additional User Defined Fields
- Converting of compound meters
- Parsing Reports
- Cleaning Credit Card Information
- Add on/Deduct Meters

Implementation

- Donations
- Additional Contact information for Non-Utility accounts
- Additional Properties for Non-Utility accounts
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up, parsing names/address and data fixes
- Converting from multiple sources of data
- Tyler assisting in data extraction from your existing system
- Tyler defining file layouts if not provided
- Changing configuration after sign-off

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler’s Standard Data Layouts your data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files (pipe “|” delimited is preferred)
- Excel spreadsheets – with flat data, not grouped like a report

The screen shots and matching reports need to be provided to Tyler at the same time as the data. To ensure the reports accurately represent the data, staff should exit the software prior to pulling the data and restrict processing of any transactions until after the reports have been generated. If the reports don’t accurately represent the data an additional data pull may be required, which could result in a delay in the schedule.

It is important to understand that the conversion will not “rehabilitate” old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software would also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Financial Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Financial Suite. This is not a complete description; for a complete description, please refer to the Tyler Financial Data Conversion Specification document available upon request. Items not listed below are generally assumed to not be eligible for electronic data conversion with ERP Pro.

Client Responsibilities

- Data in Tyler’s Standard Data Layouts or approved formats
- Provide data definitions

Implementation

- Provide screen shots
- Review conversion during setup and go-live

Data Conversion

Full dependencies are detailed in Appendix A.

General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

Additional Selections:

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

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The client is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The client is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JE's from Excel.

NOTE: Unlimited historical transactions can be imported into Legacy Views (see Appendix B) using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import historical transactions from Excel.

Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and notes

Additional Selections:

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

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

NOTE: Unlimited historical transactions can be imported into Legacy Views using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import historical transactions from Excel.

Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information

Implementation

- Federal and state tax withholding information

Additional Options:

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

NOTE: Employee positions and deductions will be created according to the recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The client will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

NOTE: Unlimited historical transactions can be imported into Legacy Views using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import historical transactions from Excel.

Fixed Assets

NOTE: Fixed assets can be imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import assets from Excel.

Inventory

NOTE: Inventory can be imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import inventory items from Excel.

Applications not converted

- Work Orders
- Bank Reconciliation
- Employee Self Services/Time & Attendance
- Project Accounting
- Purchase Orders

Custom Conversion Services

The following are a few examples of items that are **not included** in the standard conversion and can be addressed through custom conversion services:

- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Tyler assisting in data extraction from your existing system
- Tyler defining file layouts if not provided
- Changing configuration after sign-off
- Converting personnel HR information

Implementation

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required. If unable to provide the data in Tyler’s Standard Data Layouts your data will need to be provided in **one** of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files with headers (pipe “|” delimited is preferred)
- Excel spreadsheets – with flat data and headers, not grouped like a report

To ensure that no data is corrupted, staff should exit the software prior to pulling the data and restrict processing of any transactions during this time.

It is important to understand that the conversion will not “rehabilitate” old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software would also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Duplicate Entry

Unless otherwise noted, it is assumed all data conversion elements will be converted once. While the timing of each data conversion element will be scheduled out between the Client and Tyler’s Project Managers, once an element has been converted and delivered, it will not be converted again and duplicate entry between the current legacy system and ERP Pro will be required for a period of time until ERP Pro becomes the live system of record.

Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams in order to meet your needs, while keeping in mind Tyler’s guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.

Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests and resource constraints.

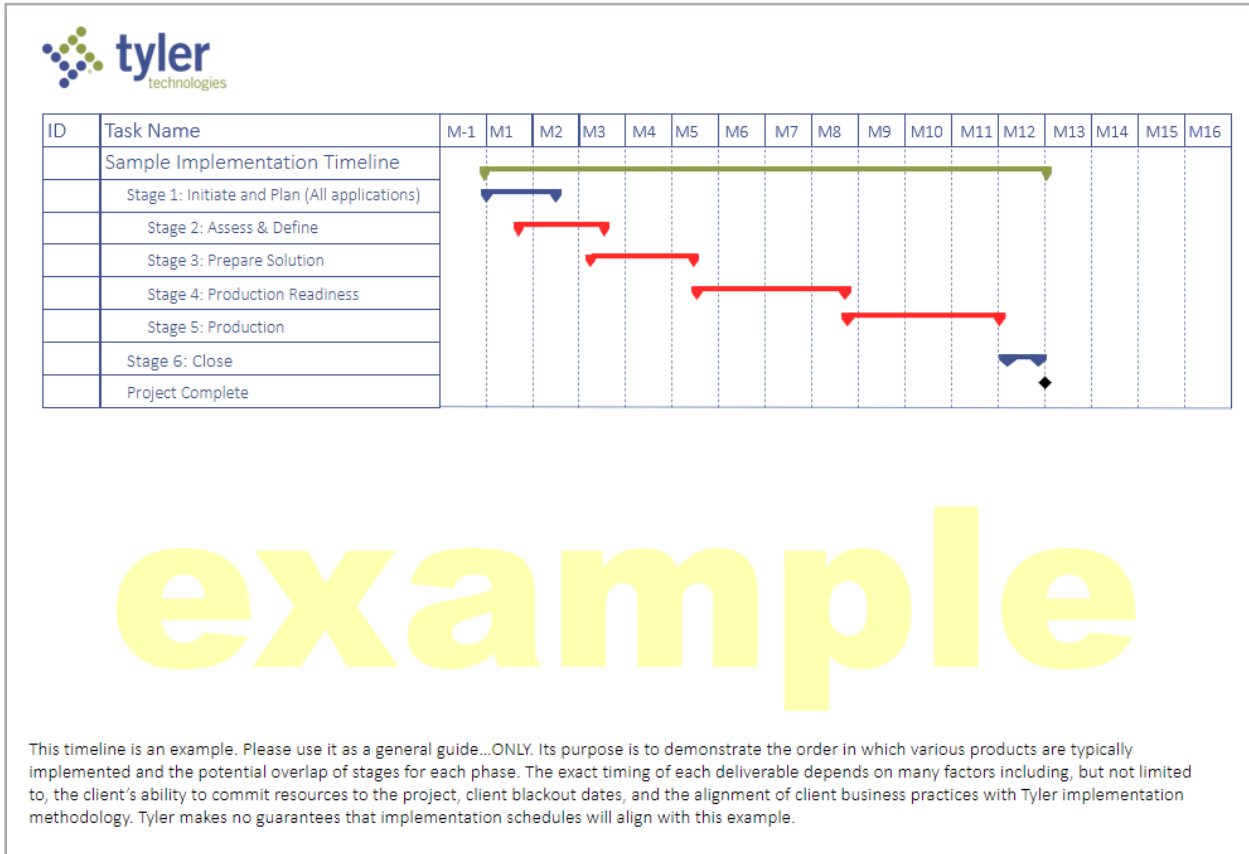
Tyler recommends a phased implementation approach, staggering start and live dates for each phase of the project. Live dates will be targets but should not place unnecessary constraints on the project. The following schedule takes into consideration the City’s goals and Tyler’s recommended approach, and assumes the product will be used as is, without additional go-live customizations.

Implementation

Proposed Project Phases

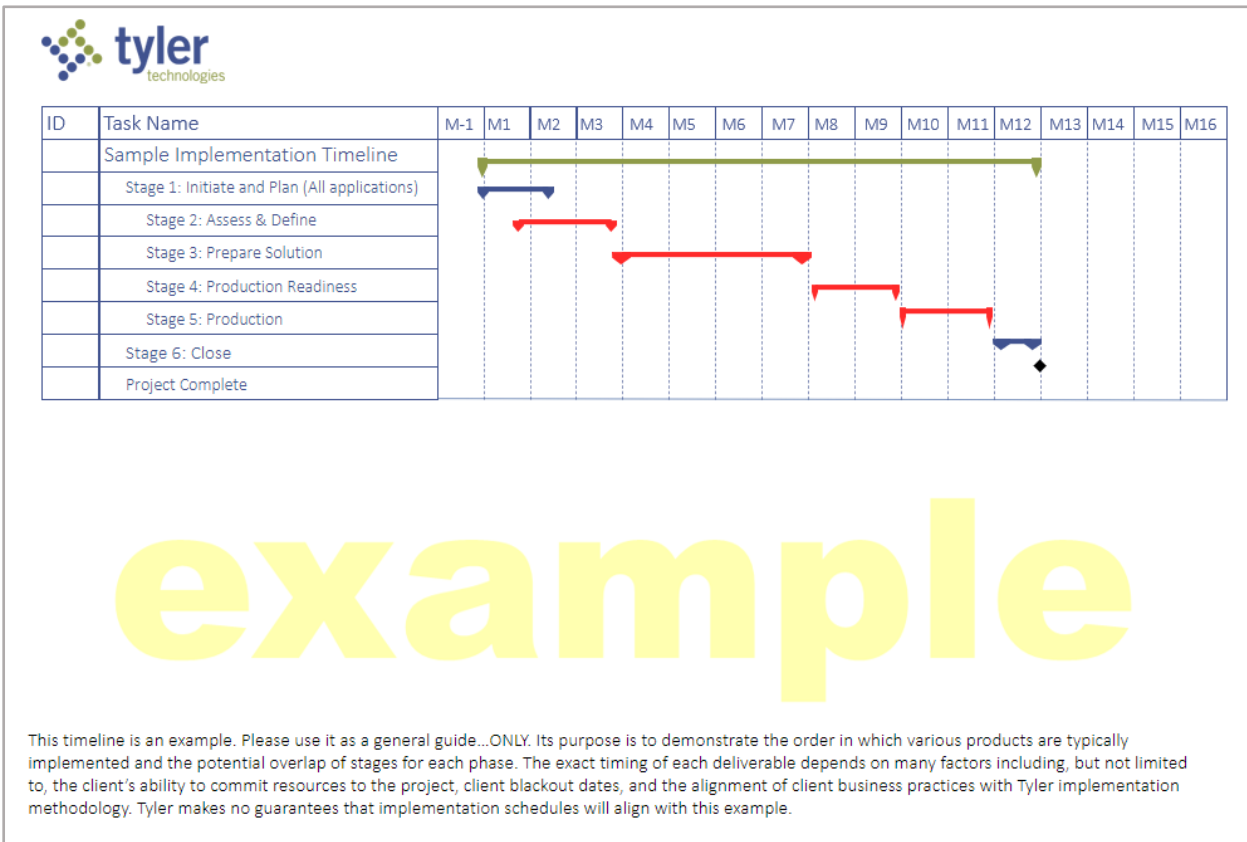
Proprietary and Confidential – Subject to Restrictions on Disclosure

ERP Pro Financial Management Timeline



Implementation

ERP Pro Utility Billing, CRM, and Community Development Timeline



Support & Maintenance

Support & Maintenance

Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts.

Transparency is important, that’s why every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident, and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler’s support portal.

Tyler Support provides our clients with peace of mind through many different tools including but not limited to the following:



Support Channels

Tyler offers **Live telephone support** on our toll-free support hotline (8am – 5pm across four US time zones). For urgent or complex questions, users receive, unlimited telephone software support.

On-line submission (portal) for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.

Our E-mail support allows our clients to ask unlimited detailed questions, attach documents and screenshots, and explain the issues so that our staff can create a resolution efficiently.

Tyler Community – your direct link to thousands of Tyler software users across the country, as well as Tyler personnel in support, implementation, sales, etc.

Additional Support Resources

- **Tyler Search** – Our search engine is an online query tool that provides answers for your questions by culling through all Tyler’s online resources using Knowledge Centered Service

Support & Maintenance

- **Tyler Knowledgebase**– A thorough documentation library in a single, easily accessible location
- **Tyler Community**– Tyler’s online forum available 24/7 where you can talk to other users, Tyler support and product specialists, and more.
- **Tyler University**– An e-learning solution to enhance support and training of your employees using your data
- **Tyler Release Management Console***– Shows all release version information, with a summary of each release and associated enhancements, open, closed, and non-critical issues
- **Online Help**– Context sensitive field help and procedural information to assist your team in completing program tasks built directly into your software
- **Answer Panel**– Instant results to online questions in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information.
- **Online Support Portal**– Log or manage incidents and attach documentation and screenshots
- **GoToAssist & Bomgar***– Remote assistance from Support used to connect to your desktop
- **Phone** – Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed
- **Email** – Our dedicated support email is often the easiest way to communicate issues. From providing screenshots and other images to including entire conversation threads, email can provide insight into the issue leading to faster resolution.
- **State User Groups**– Forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products
- **Annual Conference**– Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

Support Availability

Regardless of how your team contact us, we are here to help. Tyler Technical Support is divided into application specific teams to enable product specialization and provide timely resolution of support incidents. This application specific approach allows our Technical Support Representatives to focus on a small group of applications offering a high level of product expertise to our clients. Customer support’s goal is to return all requests for Support within one business hour.

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

- New Year’s Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

Support & Maintenance

- Day after Thanksgiving
- Christmas Day

Support Response and Resolution

Though our Live Telephone Support reduces call-backs, it does not eliminate them. Response times and resolution times have been established for those incidents and are monitored via constant communication with our clients and specific metrics. The information presented below does NOT include live support, only incidents where live support may not be available.

CRITICAL		<p>Response ~ 1 Business Hour - Resolution within 1 Business Day</p> <p>Issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or the loss of multiple essential system functions for all users.</p>
HIGH		<p>Response ~ 4 Business Hours - Resolution within 10 Business Days</p> <p>A high priority issue is one where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data. Your system is operational, but an essential piece of functionality is not working.</p>
MEDIUM		<p>Response ~ 1 Business Day - Resolution in Next Release</p> <p>Issue is non-severe, occasional, or only affects one user, and there is an existing circumvention procedure.</p>
LOW		<p>Response ~ 2 Business Days - Resolution in Future Release</p> <p>Incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.</p>

*Please see Tyler's Terms & Conditions for additional details.

Issue Handling

Tyler records all your contacts and incidents in a customer relationship management system. This system tracks the history of each incident, including the contact, time, priority level, case description, correspondence, attached files, support recommendations, your feedback, and the resolution. The priority is assigned to each case as it is logged based upon the initial information provided and can be modified.

Support Analysis

With many our customers taking advantage of our Live Telephone Support, we track First Call Resolution. The Industry Standard for Call Back Resolution falls below 49 percent. Tyler stays well above the industry standard with an average of 70 percent resolution rate upon first contact by our customers. Taking support calls live allows us to resolve issues more quickly creating a more efficient environment for our customers.

Tyler carefully gauges all the aspects of support to maintain a customer-conscious atmosphere, so in addition to tracking First Call Resolution, we track relevant data that helps us to better serve our customers.

- Average wait time in the queue
- Average response time
- Average resolution time
- Average call volume by day
- Average incidents closed by agent by day

Support & Maintenance

- Incident trend analysis

Problem Escalation

The goal of the Tyler Support department is to provide technical assistance to Tyler Product users in overcoming issues, understanding certain functionality, and recommending approaches to various situations.

An incident is originated when a customer contacts Tyler’s support staff. Support can be contacted via the toll-free support line, e-mail, or the support website. The incident can be received in several different ways via our flexible support systems.

If the support incident is received via the toll-free support line, a support representative will create and log the support issue into our help desk system. The support representative will take ownership of the incident and see it to resolution. The support representative will use many different resources to resolve the issue including on-line help, Knowledge Base, advisors, team leaders, managers, and software developers.

If the support incident is received via e-mail or online support portal, an incident is created, and a support representative will contact the customer based on a combination of the priority of the issue and the order that the issue was received. The support representative will take ownership of the incident and see it to resolution. The support representative will use many different resources to resolve the issue including on-line help, Knowledge Base, advisors, team leaders, managers, and software developers.

The Team Leaders and Manager of Support Services monitor the status of all support incidents received during the day. In situations where the Team Leaders or Manager identify an incident that needs escalation, the Team Leader or Manager may manually escalate the incident or assign it to a specific support representative. If the software support representative cannot resolve the incident, they have several different levels of help in order to resolve the incident in a timely manner. The levels are as follows: Support Specialist > Advisor > Team Leader > Manager of Support Services > Director of Client Services.

Tyler Community

As America’s largest software provider dedicated to serving the public sector, Tyler is uniquely qualified to leverage the combined experience of tens of thousands of users with our staffs’ deep domain knowledge to bring a one-of-a-kind interactive online community.

In the Tyler Community clients connect with other users and Tyler staff to share information, collaborate, access support, and receive training. In this interactive environment, individual knowledge is amplified exponentially across the community.

Get connected. Connect with colleagues from neighboring communities or from across the country. And stay connected by joining groups with other users who are in the same geographic region, share common job functions or use the same software products.

Join the Discussion. Join discussions on topics that impact your daily life, keep up with the latest software tips and tricks and discover what other agencies around the nation are doing to connect and empower their constituents.

Support & Maintenance

Software Updates & Maintenance

Tyler has proven history of providing upgrades and enhancement releases on a continual basis, which are available to all clients. Our evergreen philosophy ensures that those upgrades and enhancements are provided at no cost to those current with their annual software maintenance contract. Enhancement releases take place every year and are scheduled with the City to provide the best possible timeframe for both the City and Tyler. Upgrades, however, occur periodically and are initiated by the City at any time via the Internet through a process called Live Update, making the process as convenient as possible for our clients. Patches and fixes are provided to the City through Live Update as well.



Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases, and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a consumption gap for our clients.

The gap exists when new features are released and, over time, users don't learn and apply these features to their work environments. EverGuide® is a Tyler-wide continuous improvement initiative to address the consumption gap. With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over time. Through our EverGuide initiative, we will:

- Help clients better leverage product enhancements
- Provide a workflow “maturity model” for clients to follow
- Offer strategic planning services and training resources
- Offer a client executive program to help clients build and implement a continuous improvement plan
- Provide domain expertise, with defined integration points and common support methodology



With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over a long period of time. It's also our hope that this initiative is a catalyst for our clients' organizations to embrace change, commit to training and developing their staff, and fully use the wide ranges of Tyler's service and support offerings available to them.

Annual User Conference

Each year Tyler hosts an annual user conference, which brings together staff and clients from across all Tyler products. Tyler has appropriately named our conference Connect, and each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. Clients can learn more about existing or proposed functionality through

Support & Maintenance

dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients.

Our clients' input from past conferences continues to impact significantly the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs.

Knowledge Base

The Knowledge Base provides users with a single, easily accessible location to find all available documentation related to our software. This tool uses a user-friendly search screen which can be accessed through the Support website. Search criteria include the ability to filter by version, search for key words, include only certain types of documentation, or perform system wide searches. Provided through the KnowledgeBase are process documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas, training exercises, e-learning classes and much more. More than 90% of the documents available are in MS Word format so that they can be easily customized for use in training materials, custom documentation or process checklists.

State User Groups

Tyler clients benefit from networking and peer-to-peer collaboration through state user groups. The majority of user groups are run by clients, who set the meeting agenda, location, and frequency, assign topics, and involve the Tyler resources they need. In large states, there may be several user groups or different sessions planned.

Tyler provides staff to demonstrate new functionality and assist with materials and collateral. During the sessions, Tyler representatives collect important feedback and report back to product managers. Many clients form lasting connections with other users within these groups and help to make each other better users of their software.

Tyler Release Life-Cycle Policy

Tyler Technologies employs a comprehensive and easy-to-use Release Life-Cycle Policy for its software. Our release life-cycle policy is designed to balance our clients' need for flexibility and stability, while meeting the demands for strategic product enhancements. This policy benefits our clients by providing:

- Consistent and predictable product release timelines and maturity levels, available on the Tyler Community website.
- The ability to accurately budget, plan, and schedule upgrade resources around major processing events
- The assurance of continually operating on a fully supported release

Each Tyler release evolves through the following phases as part of the Release Life-Cycle Policy.

Early Adoption (EA). This phase takes place 2-3 months prior to GA. It represents a timeframe when select clients participate in an intense testing program to ensure release quality.

General Availability (GA). This phase lasts 12 months and represents the timeframe that a product release is available for installation at client sites.

Support & Maintenance

Feature Complete (FC). This is a 3- to 6-month phase and represents the timeframe in which a product release has matured through EA and GA phases, and minimal development efforts are needed for the remainder of the product life. At this point, clients are encouraged to consider moving to a more current release.

Next Release Planning (NRP). This phase represents a timeframe in which the given release has been available for up to 18 months and is at least two product releases behind the latest available Tyler release. The final Year-End release is provided. Clients are strongly encouraged to move from this stage to a more current release.

Product Retired (PR). This represents a release that receives minimal support services and no development activity. Clients must move to a more current release in order to receive a Year-End release.

Tyler University*

Tyler University is an e-learning solution to enhance support and training of your employees. Through this learning management system developed by Tyler Technologies, new and existing employees are provided an on-demand solution to acquire and refresh the skills needed to successfully implement and use your system day-to-day.



Tyler University’s core modules include: financials, human resources, payroll and technology. Employees in the finance department can train on a wide range of topics from req-to-check, including requisition entry, creating a change order for a purchase order and purchase order receiving. For the human resources and payroll staff, Tyler University offers courses on the complete payroll process, the power of employee building and applicant tracking. For system administrators, courses include topics on role based security design, administering the dashboard and role synchronization into Tyler Content Manager. Courses are being added continuously into Tyler University, making it a vital resource for new employees and cross training your team.

*Not available for all Tyler solutions and products.

Pricing

Notes

The following Pricing is based on the stated requirements provided by City of Bel Aire in this RFP. It includes Tyler software license fees, estimated services, project management, conversion, and travel and expense costs.

Any stated conversion prices may vary depending on cooperation of previous vendor and/or the complexity of converting the data.

Travel expenses are estimated; however, actual expenses will be billable.

The license fees listed in this Cost Summary do not include any tax or other governmental impositions including, without limitation, sales, use, or excise tax. All applicable sales tax, use tax, or excise tax shall be paid by client and shall be paid over to the proper authorities by client or reimbursed by client to Tyler Technology on demand in the event that Tyler Technology is responsible or demand is made on Tyler Technology for the payment thereof. If tax-exempt, client must provide Tyler Technology with client's tax-exempt number or form.

Software	Cost
Onboarding Fees	\$2,615.00
Accounting	\$34,655.00
Accounting Data Conversion	\$13,750.00
Payroll	\$7,128.00
Payroll Data Conversion	\$3,000.00
Employee Self-Service	\$0.00
Employee Expense Reimbursement	\$0.00
Applicant Tracking	\$0.00
Work Orders, Fleet and Facilities Management	\$0.00
Fleet Data Conversion	\$0.00
Reporting Services	\$0.00
Court	\$10,289.00
Court Data Conversion	\$10,500.00
Inspections	\$5,902.00
Inspections Data Conversion	\$2,000.00
Code Enforcement	\$4,552.00
Code Enforcement Data Conversion	\$2,000.00
Utility Billing	\$21,757.00
Utility Billing Data Conversion	\$6,000.00
Vendor Licensing	\$4,263.00
Vendor Licensing Data Conversion	\$2,000.00
Building Permits	\$4,822.00
Building Permits Data Conversion	\$2,000.00
Backflow Management	\$0.00
Backflow Data Conversion	\$0.00
Recreation	\$4,178.00
Recreation Data Conversion	\$0.00

Pricing

Reporting Software for Public Facing Reports/Letters	\$0.00
Interface for State Court System	\$0.00
Interface for Digitickets System	\$2,315.00
Interface for Sensus	\$7,800.00
Customer Fees for Using ACH Payments	\$1.25
Customer Fees for Usint Debit Card Payments	3%
Customer Fees for Using Credit Card Payments	3.50%
Data Conversion (Total)	\$38,250.00
On Site Training	NA
Online Training	\$191,650.00
Total Cost	\$304,178.00

Includes software, training, project management and hardware costs.

**Sales Quotation For:**

City of Bel Aire
 7651 E Central Park Ave
 Bel Aire KS 67226-7600

Quoted BY John Hardin
 Quote Expiration 4/30/24
 Quote Name Bel Aire KS - SaaS

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 14,786	\$ 2,957	\$ 11,829
Contracts Management	\$ 0	\$ 0	\$ 0
Fixed Assets	\$ 1,865	\$ 187	\$ 1,678
Grants Management	\$ 1,479	\$ 148	\$ 1,331
Inventory Control	\$ 3,537	\$ 354	\$ 3,183
Human Resources Management (Includes Position Budgeting)	\$ 7,070	\$ 1,061	\$ 6,009
Employee Access Pro	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 3,469	\$ 347	\$ 3,122
Employee Access Pro Time & Attendance	\$ 1,243	\$ 124	\$ 1,119
Purchasing	\$ 4,457	\$ 446	\$ 4,011
Accounts Receivable Access	\$ 1,200	\$ 120	\$ 1,080

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Accounts Receivable	\$ 3,891	\$ 389	\$ 3,502
ERP Pro 10 Customer Relationship Management Suite			
UB Kiosk API	\$ 6,216	\$ 622	\$ 5,594
Utility Billing Water/Gas	\$ 10,285	\$ 2,057	\$ 8,228
Smart Meter Access	\$ 7,800	\$ 0	\$ 7,800
Address Verification with Presort	\$ 900	\$ 90	\$ 810
Cashiering	\$ 3,665	\$ 367	\$ 3,298
Utility Access	\$ 1,680	\$ 168	\$ 1,512
Utility Payment Import Interface	\$ 1,608	\$ 161	\$ 1,447
Service Orders Mobile	\$ 965	\$ 97	\$ 868
ERP Pro Community Development Suite			
Permitting Access	\$ 1,200	\$ 120	\$ 1,080
Licensing Access	\$ 1,200	\$ 120	\$ 1,080
Code Enforcement Access	\$ 1,200	\$ 120	\$ 1,080
Code Enforcement	\$ 3,858	\$ 386	\$ 3,472
Licensing	\$ 3,537	\$ 354	\$ 3,183
Permitting	\$ 3,858	\$ 386	\$ 3,472
Code Enforcement Mobile	\$ 1,500	\$ 150	\$ 1,350
Inspections Mobile	\$ 1,500	\$ 150	\$ 1,350
Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Criminal Case Manager	\$ 4,244	\$ 424	\$ 3,820
Cash Collections	\$ 0	\$ 0	\$ 0
Citation Issuing Device Interface	\$ 2,572	\$ 257	\$ 2,315
Court Payment Import Interface	\$ 1,608	\$ 161	\$ 1,447
Output Director	\$ 1,769	\$ 177	\$ 1,592
Court Public Access	\$ 2,750	\$ 275	\$ 2,475
Collection Agency Export Interface	\$ 1,061	\$ 106	\$ 955

Tyler Annual Software – SaaS				
Description	List Price	Discount	Annual	
Civic				
Parks & Rec				
Parks & Recreation	\$ 3,678	\$ 368	\$ 3,310	
Cashiering for Parks & Recreation	\$ 965	\$ 97	\$ 868	
Tyler One				
Identity				
Identity Workforce Advanced [5]	\$ 30	\$ 0	\$ 30	
Content Manager Suite				
Content Manager Core	\$ 5,466	\$ 547	\$ 4,919	
TOTAL:		\$ 118,112	\$ 13,893	\$ 104,219
Term # of Years:		3		

Tyler Annual Services				
Description	List Price	Discount	Annual	
ERP				
Other Services				
Tyler University	\$ 3,487	\$ 872	\$ 2,615	
TOTAL:		\$ 3,487	\$ 872	\$ 2,615

Tyler Fees per Transaction		Net Unit Price
Description		
Municipal Justice powered by Incode		
Municipal Justice 10 Suite		
Miscellaneous Payments		\$ 1.25

Tyler One				
Payments				
Municipal Justice Payments				\$ 0.00
ERP Pro Payments				\$ 0.00
Utility Access Payments Bundle				\$ 0.00
ERP Pro powered by Incode				
ERP Pro 10 Financial Management Suite				
AP Automation				\$ 0.00
Notify				
Notifications for Utilities				\$ 0.10
Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler Third Party				
Hardware				
Topaz Signature Pad TL462 USB with Serial Emulation TLBK462 BSB	1	\$ 525	\$ 525	\$ 105
Epson TMH6000V Thermal Receipt Printer Black USB NEW	2	\$ 1,200	\$ 2,400	\$ 406
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	2	\$ 350	\$ 700	\$ 140
Tyler One				
Payments				
Payments EMV Card Reader Purchase	2	\$ 529	\$ 1,058	\$ 0
PCI Service Fee (Per Device)	2	\$ 0	\$ 0	\$ 360
TOTAL:			\$ 4,683	\$ 1,011

Services Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	448	\$ 64,960
Data Conversion Services		\$ 13,750
Project Management	1	\$ 1,950
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	228	\$ 33,060
Project Management	1	\$ 1,600
Data Conversion Services		\$ 6,000
ERP Pro Community Development Suite		
Professional Services	120	\$ 17,400
Project Management	1	\$ 1,950
Data Conversion Services		\$ 8,000
Municipal Justice 10 Suite		
Data Conversion Services		\$ 10,500
Professional Services	84	\$ 12,180
Project Management	1	\$ 1,400
Content Manager Suite		
Professional Services	40	\$ 5,800
Parks & Rec		
Professional Services	80	\$ 11,600
Project Management	1	\$ 1,500
TOTAL:		\$ 191,650

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 104,219
Total Third Party Hardware, Software, Services	\$ 4,683	\$ 1,011
Total Tyler Services	\$ 191,650	\$ 2,615
Summary Total	\$ 196,333	\$ 107,845
Contract Total	\$ 304,178	

Optional Tyler Annual Software – SaaS		Annual
Description		
Municipal Justice powered by Incode		
Municipal Justice 10 Suite		
Officer Email Notification		\$ 1,415
	TOTAL:	\$ 1,415

Optional Services		
Description	Hours/Units	Extended Price
Content Manager Suite		
Data Conversion Services		\$ 22,000
Professional Services	24	\$ 3,480
	TOTAL:	\$ 25,480

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

UB Kiosk API

Please Note: There are specific steps of this process that must be completed before Tyler implements the API. Your kiosk vendor will first need to register at the following Integration Portal in order to utilize this API: <https://empower.tylertech.com/VendorRegistrationPortal.html>

This is required before the API can be installed. Please note that kiosk vendor will need to go through this registration process for every client. During this registration, in the "Please describe the functionality that this integration provides" field, your kiosk vendor will need to state this API will be used only for kiosks. Tyler will not implement the API until the vendor has completed this process. A delay in completing the registration process by the vendor will not support altering the payment terms of this order.

Utility Billing Water/Gas

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

Utility Access

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

Smart Meter Access

Smart Meter Access provides the ability to view AMI data in a chart form thru Billing Access Payments. It provides citizen transparency to track and proactively manage consumption and citizens can opt in to receive consumption notifications and leak alerts. Note: Notifications are billed out quarterly as incurred at \$0.10 per call or text.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Invoice Approvals	Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.
Identity Workforce Advanced [5]	Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.
Utility Payment Import Interface	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Accounts Receivable Access	Accounts Receivable Access: Note that the customer pays \$1.25 fee per transaction for payment on-line. Accounts Receivable Access Component displays account status, accounts for payment, has Security-(Secure Socket Layer), and payment processing via credit cards. Payment packet is created to be imported to accounts receivable system.
Permitting Access	Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note that the customer pays the \$1.25 fee per transaction for payment online.
Licensing Access	Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.
Utility Access Payments Bundle	The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).
Notifications for Utilities	Notification for Utility Access (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
AP Automation	AP Automation pricing quoted reflects processing via ACH or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure.

Miscellaneous Payments	Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
Utilities Data Conversion	Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.
Human Resources Management /Payroll History Data Conversion	Human Resources Management History conversion includes unlimited historical records.
Human Resources Management Employee Records Conversion	Human Resources Management/Payroll conversion includes employee master and current direct deposit - additional fee for historical views.
General Ledger History Data Conversion	General Ledger History conversion includes unlimited historical records
General Ledger Data Conversion	General Ledger conversions include Chart of Accounts - additional fee for historical views.
Accounts Payable History Data Conversion	Accounts Payable History conversion includes unlimited historical records
Accounts Payable Data Conversion	Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
Business License Data Conversion	Business License Conversion includes Current Licenses, Properties and Contacts - no history
Building Projects Data Conversion	Building Project Conversion includes Current Projects, Properties and Contacts - no history
Accounts Receivable Data Conversion	Accounts Receivable conversions include master files (contacts properties)
Caseless Warrants Data Conversion	Caseless Warrant Conversion - Warrants that are issued without a case being entered or filed with the Court. The officers will request a warrant to be issued on a Defendant based on an allegation.
Case Management Data Conversion	Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

Clarifications & Understandings

Clarifications & Understandings

Tyler Statement Regarding Exceptions to the City of Bel Aire’s RFP for ERP Software System

Tyler’s Proposal is based on the delivery of the requested software and services according to Tyler’s standard implementation methodology and Tyler’s standard contract(s).. That methodology, and that contract(s), have been refined and enhanced over Tyler’s many years of operation in the public sector information technology market. Tyler’s submission of its Proposal does not constitute a waiver of Tyler’s right to negotiate any and all terms to the mutual satisfaction of the parties.

Tyler has provided a copy of our standard Terms and Conditions within this response. Tyler has also provided its Evidence of Insurance certificate and its source code escrow agreement with Iron Mountain (to the extent you desire to escrow the Tyler source code under a perpetual license agreement). Tyler’s insurance program and source code escrow arrangements are established at a corporate level and are not subject to change on an individual customer basis.

Tyler will consider its implementation methodology and its contract(s) to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler’s standard contract(s) are included for your reference. To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation.

Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.

Please see the following pages for exceptions to the City of Bel Aire’s terms outlined within this RFP.

Clarifications & Understandings

City of Bel Aire, Kansas (“Client”)

RFP: ERP SOFTWARE SYSTEM

Tyler’s Statement of Exceptions to the Procurement Documents

Tyler’s Proposal is based on the delivery of the requested software and services according to Tyler’s standard implementation methodology and Tyler’s standard contract. That methodology, and that contract, have been refined and enhanced over Tyler’s many years of operation in the public sector information technology market. **Tyler’s submission of its Proposal does not waive Tyler’s right to negotiate any and all terms to the mutual satisfaction of the parties.** Tyler will be obligated to provide products and services only upon execution, and under the terms and conditions, of the mutually negotiated contract between Tyler and the Client.

Tyler will consider its implementation methodology and its contract to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler’s standard contract is included for your reference. If you ask to incorporate your procurement documents and our Proposal documents into the contract package, we will agree to do so as long as the order of priority is: (a) the final, negotiated contract; (b) our Proposal documentation; and (c) your procurement documentation.

Tyler has provided its evidence of insurance certificate. Tyler’s insurance program is established at a corporate level and is not subject to change for individual customers.

Tyler is providing representative exceptions to standard procurement terms and conditions for your review. This list does not negate any of the expectations Tyler has stated above.

- Ownership: We do not agree to work-for-hire provisions. Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.
- Public Disclosure: We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws.
- Pricing: Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. If required, we will provide a not-to-exceed quote once the scope of services has been finalized. Unless noted otherwise, our services rates do not include travel expenses, which are separately estimated and are payable in accordance with our then-current Business Travel Policy. Unless expressly indicated otherwise, the fees we have quoted do not include any taxes.
- Compliance with RFP: Tyler’s Proposal complies with and is subject to the RFP’s terms, **except as modified by, taken exception to, and as otherwise provided in Tyler’s Proposal.**

Sample Contracts

Sample Contracts

Please see the Tyler Technologies standard Terms and Conditions contract in this section of this RFP Response. Tyler Technologies is willing to negotiate contract terms to suit both parties upon award of contract.

<https://www.tylertech.com/portals/0/terms/public-administration/New-Public-Administration-Group-Clients-SaaS-Agreement.pdf>

AGENCY CUSTOMER ID: CN102891976

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

The Professional Liability / Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sub limits or deductibles, please contact the insured.



CASELLE

City of Bel Aire, KS

ERP Software System ERP RFP 2023

October 31, 2023 – 5:00 PM

Caselle, Inc

1656 S. East Bay Blvd

Provo, UT 84604

(800) 228-9851

(801) 850-5085

pww@caselle.com

Wade Walker, Territory Manager

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October 30, 2023

City of Bel Aire
Ted Henry, Director of Finance
7651 E Central Park Ave
Bel Aire City, KS 67226

Dear Ted:

Caselle, Inc. is pleased to have the opportunity to respond to the City of Bel Aire's request for an ERP Software System. Our proposal is based on your request and our prior experience in providing these services to clients with similar needs.

Caselle is uniquely qualified to provide the City with innovative yet practical solutions to maximize resources and address the City's software needs. In addition, we have the experience and resources necessary to meet your needs and assist you with this very important project. As the City considers which firm is best able to provide the software and services, there are several factors which distinguish our team.

Full Service Firm

Caselle provides a full range of software services specifically developed for cities, counties, and special service districts to approximately 1,200 clients in 32 states. These services include total turnkey software solutions. We are committed to enabling our clients to print accounts payable checks, payroll checks, and monthly reports immediately after our training. This process eliminates the need to run parallel systems.

Experience

We understand the demands on your time and the pressures you face. This understanding comes from our continuing relationship with our customers throughout the United States. Our team includes CPAs, trainers, and developers with over thirty years of training experience, and quality help desk analysts ready and waiting to answer your every question. With our years of service we have great success in converting data from all types of legacy software and implementing it into Caselle software.

Depth of Resources

Our project team members all have extensive software experience. All team members are available at any time for consultation. Our quality products and service will provide you with information you need to make timely and accurate management decisions, while meeting the needs of your constituents.

Commitment

Caselle has a long-standing tradition and solid reputation for providing high quality services to municipal government. Our experience with software and conversion services allows us to provide a highly efficient and cost-effective transition from your legacy system.

We appreciate the opportunity to respond to your request for proposal and would welcome the opportunity to meet with you to discuss and demonstrate specific aspects of it with you. This proposal represents a valid offer for ninety days (90) days from proposal due date. I have authority to bind Caselle, however; Wade Walker will be your contact during the period of proposal evaluation.

If you have any questions or need additional information, feel free to contact either Wade Walker or myself at (800) 228-9851. We look forward to further discussing our solutions with you.

Sincerely,



Larry Hutchings
President

Firm Name:
Caselle, Inc
1656 S. East Bay Blvd.
Ste. 100
Provo, UT 84606
www.caselle.com

Primary Contact:
Wade Walker, Territory Manager
(800) 228-9851
(801) 850-5085 direct
pww@caselle.com

Secondary Contact:
Larry Hutchings, President
(800) 228-9851
(801) 850-5016 direct
lmh@caselle.com

1. COMPANY BACKGROUND

For over forty-five years Caselle has been providing software and services to local government. Our government customer base consists of over **1,200** satisfied municipalities, counties and service districts throughout the United States. Our clients have provided valuable product enhancement suggestions to us over the years. This has enabled Caselle to offer mature, feature-rich products to meet the needs of our growing and diverse clients.

All of our business (100%) is in local government. Our primary market exposure has been through direct sales, trade shows, and client referrals. Caselle appreciates the positive references and recommendations our customers give to their peers and business associates and are pleased that our customer retention, since 1983, exceeds 95%.

Caselle enjoys steady and manageable growth. This is attributed to several significant factors:

- Feature rich software
- Comprehensive training classes and materials
- Accurate data conversion
- Friendly, knowledgeable support personnel
- Sound financial and company management
- Highly skilled employees
- Continuous improvements to software

Company Headquarters

Caselle, Inc.
1656 S. East Bay Blvd. Suite 100
Provo, UT 84606

Caselle's training center, customer support and implementation services are located at the above address. This same location would serve the City of Bel Aire.

Financial Information

Caselle is a privately held company and considers financial information proprietary. Caselle has been a consistently profitable company for over 45 years. You may refer to Dun & Bradstreet for more information. D-U-N-S #: 10-688-4851.

Date & State of Incorporation

February 25, 1991
Utah

Research & Development

Our Research & Development team consists of three managers, fifteen software engineers, three product owners, five business testers and a Publications Writer. Approximately 20 – 25% of our annual revenue is invested in application development and existing software upgrades and enhancements.

Organizational Structure

Development	<u>30</u>
Support	<u>25</u>
Implementation	<u>21</u>
Marketing & Sales	<u>6</u>
Network Services	<u>2</u>
Accounting/Administration	<u>6</u>
TOTAL	<u>90</u>

Banking Contact

Auston Belka
Wells Fargo Bank
86 N. University Ave.
Provo, UT 84601
(801) 793-7203

Independent Accountant

James A. Gilbert, CPA
Gilbert & Stewart, P.C.
190 W. 800 N.
Provo, UT 84601
(801) 377-5300

Corporate Counsel

McKay M. Pearson, Attorney at Law
Ray, Quinney & Nebeker
P.O. Box 45385
Salt Lake City, UT 84145-0385
(801) 532-1500

Copyrights and Trademarks

Scott B. Finlinson, Attorney at Law
Ray, Quinney & Nebeker
P.O. Box 45385
Salt Lake City, UT 84145-0385
(801) 532-1500

2. PROPOSED APPLICATION SOFTWARE & COMPUTING ENVIRONMENT

The software quoted in this RFP document for the City of Bel Aire includes the following applications:

General Ledger

The Caselle General Ledger system integrates with a multitude of other Caselle applications. This allows for optimal control and balancing capability. The Chart of Accounts allows up to 25 different segments that can be defined by the organization. This is a true “fund accounting” application. It allows for journal entries, budget integration, bank reconciliation as well as recurring entries.

The General Ledger application allows for 14 distinct accounting periods in a fiscal year. It allows for prior periods to be “locked” which prevents modifying that data without proper authorization. Users can post entries to the next fiscal year while the current fiscal year is still open or in the process of being closed.

The budgeting function with General Ledger allows for budgets to be entered, reviewed and approved at multiple levels. Integration with Excel gives additional functionality of providing what-if scenarios and allowing department managers to submit budgets using a tool they are familiar with. In addition to Excel, the budget module also provides the ability to populate the new budget based on data from the current or previous fiscal years.

miExcel General Ledger

This Excel integration module provides access to the General Ledger data without the need to import from or export to an Excel worksheet.

Payroll/Direct Deposit

Caselle’s Payroll provides easy payroll processing and complete fund and departmental allocations. Printed checks, direct deposit advises and multiple deposit accounts are all supported. EFT files are available and all check programs can create a Positive Pay file.

The Payroll application utilizes pay codes to organize and report on various types of gross pay, taxes, other deductions, reimbursements, garnishments, etc. A variety of reports are available including reports that are compatible with CALPers as well as state and federal reports such as 941, Workers Comp, W2s, etc. Payroll interfaces with General Ledger, Timekeeping, Human Resources, Check on Demand and Project Accounting.

Electronic W2/1099

This module will keep you in compliance with the IRS. Electronically transfer all employee and employer W2 information eliminating manual printing and mailing to IRS.

Timekeeping

Designed for organizations like public works or police departments, Caselle Timekeeping lets you track special projects or comply with specific FLSA regulations. Easily import entries from a time clock directly to your Caselle software in order to track special shifts that cross pay periods and automatically calculate overtime based on time entries. Imported data defaults directly into the required fields so you don't have to waste time on tedious data entry. Increase your efficiency and manage your employees' complex schedules. Timekeeping interfaces to General Ledger, Payroll and Project Accounting.

Human Resources

Track sensitive employee information, reduce hiring costs, increase productivity, and generate on-demand reports and cost scenarios all in an electronic format. Employee events, including benefits, pay history, grievances, disciplinary action and time off can be tracked with individual task checklists. Through several user-defined fields and actions, Caselle Human Resources is scalable to fit perfectly to your organization. Human Resources interfaces with Payroll and Timekeeping.

Online Pay Stubs & W2's

Powered by NatPay, this application makes the distribution of pay stubs, W2 forms and other documents easy to accomplish. It securely stores data, and you benefit from robust reporting and search functionality.

Accounts Payable/AP Direct Pay

The Accounts Payable application provides an easy and efficient way to track invoices. Multiple invoices from a single vendor can be combined into one check or multiple checks if desired. If a remittance advice is needed, it can automatically be generated to accommodate invoice detail overflow.

Invoice entry allows invoices to be entered using existing detail from a corresponding Purchase Order. This can save the operator time by reducing duplicate entry of the details. A budget warning can prompt when budget levels are exceeded.

Attaching documents can be accomplished using the built in "attachments" function or by utilizing the Caselle Document Management application.

Vendor Maintenance has full security and management tracking for any changes or deletions. Multiple remittance addresses and emails can be stored. Vendor terms including discounts can be setup by individual vendor. The Accounts Payable application also provides for 1099 reporting. Add the AP Direct Pay application to accommodate requests from vendors for payment as an ACH transaction instead of a printed check. Accounts Payable interfaces with General Ledger, Asset Management, Materials Management, Project Accounting and Document Management.

Purchases & Requisitions

With this module, you can effectively manage the entire purchasing process from requisitions to receiving. To ensure that purchases comply with company standards, a warning message will display if a purchase exceeds the budgeted amount. You can also enter requisitions for approval before creating an actual purchase order. Once a purchase order has been approved, it can be sent directly to the vendor, and then you can keep track of both requisitions and purchase orders with easy-to-generate reports and powerful search options. Purchases & Requisitions interfaces seamlessly to the General Ledger, Accounts Payable and Materials Management.

Utility Management

This robust application is designed for any organization that deals directly with customers and needs an efficient way to keep track of billings and metered services.

Track customers, meters, and services by location and customize your billings and payment arrangements to meet the unique needs of your organization. Send out bills while reporting all the necessary information. Additional interface options like Service Orders and Backflow Management help expand your capacity to accomplish more with less effort by synchronizing work throughout your organization. Additional interfaces include Utility Tax Certification, Utility Energy Assistance and Utility Water Conservation as well as the General Ledger, Cash Receipting, Check on Demand and Maintenance Orders.

Utility Electronic Reading Interface

Designed for billing clerks and meter readers, this module simplifies meter reading by interfacing directly with software and collecting previously handwritten data electronically. Import and export customizable reading files to a vast number of software providers and use captured data to update meter information.

Utility Service Orders

You can create, print, edit, and complete service orders with information that can be easily accessed later using Customer or Service Order Inquiry. You can also make billing changes to update services and send final bills to customers. As a powerful addition to the Caselle Utility Management application, this flexible module makes it easy to meet the unique needs of your customers.

Backflow Management

Track and maintain your backflow assemblies to easily generate user-defined testing notices, forms, and follow-up letters. Personalize your settings and keep track of all assemblies by type. This application lets you maintain facility efficiencies by creating and printing multiple testing and shutoff notices. This application interfaces with Utility Management, letting you use stored addresses without having to retrieve or enter them again.

Cash Receipting

Record all payments in one central location, then print and balance deposits. Push a button, sit back, and watch payment information update to the General Ledger and other Caselle applications. Master contacts make this process more efficient by displaying outstanding charges for all applications when helping customers make payments. A miscellaneous category allows you to collect customer payments for convenience fees and other miscellaneous charges that do not apply to other Caselle applications, sending that information directly to General Ledger. This software registers and prints all receipts from individual workstations with full descriptions, distributions, change due, and account balance.

Asset Management

This software allows you to track the capitalization or depreciation of an organization's assets in an effective way that makes the year-end financial report simple and stress-free. Track assets by department and classification, and easily update information to General Ledger for seamless reporting. The Asset Management application also supports multiple depreciation methods, allowing you to tailor the software to your organization's unique needs. Give your company the power to grow through an

increased ability to monitor the strength of your assets. Asset Management interfaces with General Ledger, Payroll, Accounts Payable, Project Accounting and Document Management.

Court Management

Streamline your unique court needs with user-friendly custom options. Generate all of your letters. Print all monetary and non-monetary reports, and use the built-in automatic follow-up capabilities to make tracking defendant progress quick and painless.

Materials Management

Managing inventory is about more than just quantity levels. This program facilitates the necessary tracking, costing, and accountability involved in all aspects of managing inventory.

Project Accounting

This application is a comprehensive solution for tracking all aspects of a job from start to finish. Seamless integration with other Caselle applications allows you to accumulate all your project costs. With this software, you can not only track where all your money is going, but you can use that information to create a realistic budget and estimate the total cost of the project at hand. Project Accounting also allows for projects to cross fiscal years, keeping it easy to manage year-end information even with ongoing projects.

Caselle Document Management

Powered by eFileCabinet®, this product is an easy-to-use, affordable document management system that makes going paperless easy. Simplify the process of scanning paper documents, archiving email and managing critical files in a secure database repository.

Community Development Suite

Community Development is a robust addition to your software ecosystem with a dynamic workflow view that guides you through each step of permitting, planning and zoning, inspections and code violations, and approvals. Record and track every detail and transaction for all projects and properties, and for a cohesive experience, Community Development interfaces with General Ledger, Business License, Cash Receipting and Master Contacts.

3. ONGOING SUPPORT & MAINTENANCE

During the first 90 days following training, you are welcome to contact your classroom trainer for software support. This helps create a smooth transition, since your trainer will be aware of any unique issues discussed during training. After 90 days, our experienced customer support representatives will be able to effectively handle any and all support issues.

The Caselle Support Center prides itself on timely and accurate support. Friendly, helpful representatives facilitate prompt issue resolution so your operations are not interrupted. They can be reached during normal hours of operation at our Toll Free Number: (800) 243-8275.

Support Center Objectives

The Support Center's number one objective is responsive issue resolution. Every call is tracked and prioritized, based on urgency. Our general goal is to respond to all calls within 40 minutes or less. Through our Customer Support Portal, which is accessible via the Internet, customers can view the status of a ticket at anytime, seven days a week.

Methods for Requesting Service

You may contact the Caselle support center by phone, fax, email, or through the Caselle Incident Management System (CIMS). CIMS allows you to submit an incident, view the status of an incident or the history, and access our Knowledge Base that may enable you to resolve some issues on your own. This service is available 24 hours a day, seven days a week. You will receive an email confirmation when an incident is submitted, when the incident is assigned to an analyst, and when it is resolved. If the incident you submitted requires a more in-depth look, we have the capability to access your system using GoToMeeting or a VPN connection to remotely diagnose or troubleshoot the issue. You also have the ability to provide feedback or suggestions on the usefulness of our knowledge base.

Caselle Support Center Hours

Standard hours are Monday through Friday from 7:30 am – 5:30 pm Mountain Standard Time. However, arrangements can be made for additional support outside of the posted hours. On weekends, you may leave a voice message for processing on Monday morning.

Software Assurance

With Software Assurance, you have access to unlimited telephone and email support. Software Assurance also provides for future upgrades and product enhancements to existing software at no additional cost. This includes training and conversion! Software Assurance is “software for life” and has been included in the price quote for the Town of Parachute.

Updates

Updates (enhancements and fixes to existing applications) are issued quarterly. They are installed by downloading from our secure FTP site. Updates or enhancements are prioritized by the number of customer requests and review by the product owner. Caselle also surveys customers and hosts panels to determine specific needs.

Documentation

Electronic Operating Manuals are included with each application. They are accessed from within the application via the “Help” button.

User Groups

We are involved with a number of User Group Meetings where product owners are tasked with facilitating discussions with groups of regional Caselle users to discuss best practices and future software enhancements. We also hold an annual user conference every October in Salt Lake City, UT. Forty classes are taught by Caselle staff creating opportunities for you to achieve and grow as a professional. This meeting also allows customers to network and meet vendors that provide products that interface with Caselle to help efficiency.

4. IMPLEMENTATION METHODOLOGY

The overall focus of our implementation methodology is to segment the project into manageable pieces, developing specific deliverables and checkpoints for each phase to evaluate progress, risk and business drivers. Therefore, we have divided this project into six (6) segments. The approach is inherently iterative and incremental, where each segment builds upon the work done in the prior segment and drills deeper into the details. The six (6) segments of our proposed approach are:

1. Establish Timeline / Information Gathering
2. Data Load Tables Configuration
3. Conversion – determine which applications need mock / parallel testing
4. Deployment
5. Go Live
6. Final Acceptance

1. ESTABLISH TIMELINE / INFORMATION GATHERING

The objective of this segment is to conduct a kick-off meeting with the necessary parties to define the appropriate strategy and timeline to implement the applications purchased.

The success of any project usually depends on adequate up front planning. Software conversion is no different. From the first meeting until the last total is tested, an in-depth timeline and action plan will guide our progress.

Since planning is such a key element in the success of your conversion, an in-depth, pre-conversion working session will be held at your site, if necessary, to identify key individuals, discuss current processes and procedures, assess potential risks and establish a project timeline. The timeline established will document our process, assist with staff availability planning, and minimize your staff’s duplication of effort.

Activities:

- Set project timeline.
- Identify project members and responsibilities.
- Prepare / finalize implementation plan.
- Identify phasing, if appropriate.
- Discuss unique business processes.
- Review and complete kick-off checklist.

2. DATA LOAD TABLES CONFIGURATION

This segment is used to setup all Caselle organizational files within the system. Caselle’s knowledgeable staff will also work with the City, using your own data, to create the reports that you need to do your job efficiently.

Activities specific to some of the Caselle application software is provided below.

General Ledger Activities:

- Set up the control table in the General Ledger and account masks with the appropriate segments for funds, departments, revenue sources, object codes and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements: Balance Sheet with Revenue/Expenditures Compared to Budget, Allocation Reconciliation, Income Statement (all funds), Balance Sheet (all funds) and a Fund Summary Income Statement.
- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the GL.
- Create a checklist to document your organizations daily, monthly and fiscal year-end steps, as well as budget procedures.

Payroll / Direct Deposit Activities:

- Set up the necessary pay codes for gross pay, deductions, taxes and benefits.
- Set up check formats for the employee payroll check and vendor remittance for applicable deductions.
- Create a checklist to document all necessary payroll procedures for pay periods and year-end.
- Set up default reports for all necessary payroll reporting, including transmittals and standard state and federal reporting.
- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up bank file with all necessary employee bank routing information.
- Format one direct deposit voucher.

Accounts Payable / Purchases & Requisitions Activities:

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a checklist to document all accounts payable procedures, including the printing of 1099's.
- Format one purchase order form.
- Create a checklist to document purchase order procedures.

Accounts Receivable Activities:

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one statement, one invoice and one delinquent notice.
- Create a checklist to document accounts receivable procedures.

Utility Management Activities:

- Set up services, taxes, rate tables and other fees for billing.
- Format one utility bill, one delinquent notice and one shut-off notice.
- Set up default reports for billing, meter proofing and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances and terminated customers with a zero balance.
- Create a checklist to document daily, monthly and billing procedures.

Cash Receipting Activities:

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types such as check, cash and credit card as well as associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a checklist to document procedures for daily cash receipting transactions, updates and posting of receipts.

Asset Management Activities:

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications and asset types.
- Create a checklist to document procedures including the asset creation and GL updates.

Court Management Activities:

- Use the court information you provide to structure all codes. Codes will cross-reference surcharge, state assessment and so on.
- Format up to six (6) follow-up letters. Docket information will accurately default into all correspondence.
- Set cross-reference flags for witness letters, jury letters, pre-trial hearings, failure to comply notices, change of trial dates and/or hearings, appeals, non-appearance, bench warrants, etc.
- Set up special codes to handle collections, community service, jail time, jail credits, DUI School, counseling, etc.
- Create a checklist to document daily, monthly and year-end procedures.

3. CONVERSION

This segment is used to take the data from the organizations legacy systems and convert it into our system. There are three specific steps in this process. The first step is to assist the customer with data load tables and determine the case of the legacy data. In the second step, we perform the data conversion from the data received in the load tables and then troubleshoot any errors. We also run several parallel software checks and routines to compare back to the legacy data to ensure the accuracy of the converted data. The third step involves Caselle performing a final conversion of the data.

Our approach is to create a conversion program for each and every different legacy system. Once complete, this conversion program is then utilized to take a snapshot of the data at any point in time and run it through the conversion program. This minimizes the amount of time it takes for us to retrieve a final set of data and produce an end product for the organization.

Activities:

- Determine method for obtaining raw data from the legacy system.
- Analyze data with assistance from City personnel and assist with load tables.
- Begin conversion program to map legacy data to match our data layouts.
- Perform parallel bill runs in Utilities and Payroll to compare against legacy system.
- Make appropriate changes to conversion program.
- Obtain final set of data and pass the data through the conversion program.
- Begin setup routines and process review.

4. DEPLOYMENT

The deployment segment is used to provide end user training and to deploy the accepted version of the Caselle systems into a “live” situation.

Caselle’s Educational Services include individualized, hands-on instruction in our high-tech training classrooms in Provo, Utah or on-site. Our thorough, patient instructors will guide you through all the software features necessary for effective use. At completion, you will immediately be able to begin using the software.

Our structured training curriculum clearly outlines course objectives and goals to help you maximize your learning experience. We will train you on the City’s actual data, to ensure that exercises are applicable to you. Group sessions and one-on-one instruction aid in the learning experience.

Activities:

- Train the client.
- Setup on-line steps checklist walking the organization through its daily, billing and monthly processes for all Caselle applications.

5. GO LIVE

The “go live” segment occurs after successful training of the client. We commit to being onsite, if needed to assist with processes for the first several days, weeks, etc. after “go live”.

During the first weeks following training, you are welcome to contact your project manager or trainer for support. This helps create a smooth transition, since your trainer will be aware of any unique issues discussed during training. Our experienced customer support representatives will be able to effectively handle any and all support issues after that.

6. FINAL ACCEPTANCE

Final acceptance occurs after all outstanding issues have been resolved.

DELIVERABLES

	Description	Completion Date
1.	Project Plan and Timeline	
2.	Install Caselle applications and complete load tables	
3.	Initial conversion program complete using load tables	
4.	Results of processes / testing	
5.	Forms complete (i.e. Financial Statements, checks, direct deposit, utility bill, etc.)	
6.	Final conversion program complete	
7.	Training outline and agenda	
8.	Final data converted	
9.	Live version of applications running at customer site	
10.	Additional hand-off call (To introduce Customer Support Manager and team, discuss any outstanding issues and assign them to a System Consultant or support representative)	

MILESTONES

	Description	Date
1.	50% deposit payment received	
2.	Kick-off meeting complete	
3.	Project plan complete	
4.	Preliminary data received	
5.	Initial configuration approved	
6.	Forms approved	
7.	Initial conversion program complete	
8.	Hardware and applications installed	
9.	Training outline and agenda complete	
10.	Parallel testing within 99% accuracy	
11.	Final conversion program complete	
12.	Final data received	
13.	Final data converted	
14.	Training complete	
15.	Go Live	
16.	Final acceptance and remaining 50% balance invoiced	

PROJECT ASSUMPTIONS

1. The City has a project manager to help coordinate required tasks and provide resources.
2. Project management staff from Caselle and the City will work directly with each other and make a good faith effort such that the customer needs are met.
3. Once this project begins, changes in scope may be necessary. The project managers from Caselle and the City will maintain adequate control over project scope.
4. Resources from the City will be available to help Caselle define and formulate business processes.
5. The City and Caselle need to prepare the schedules of all stakeholders and the user community to devote the necessary time and energy into appropriate training of all applications.

PROJECT CONSTRAINTS

1. Absences by team members, whether planned or unplanned, whether from Caselle or the City team, may impact the project timing.
2. The servers for the project need to be purchased, received and configured prior to the software being installed.
3. Successful completion and replication of load tables.

PROJECT ORGANIZATION

1. Project Lead: The person or group providing financial resources for the project.
2. Account Executive: Individuals responsible for the project scope (Sales Rep.)
3. System Consultant: Individuals with expertise about the system being implemented.
4. Project Manager: The person managing the project and its successful, on-time completion.

5. **Technical Consultant:** Individuals who will assist the organization in successful data gathering and give instruction regarding load tables.
6. **Stakeholders:** Individuals and organizations actively involved in the project, or whose interests may be affected as a result of project execution or project completion.
7. **Subject Matter Experts:** Individuals with expertise about systems or processes required to complete the project and / or make it successful.

COMMUNICATION

1. Day to Day Communications on non-urgent items that affect the project should be by email, with all team members on the distribution list, including Caselle team members. If an item is identified as an issue, it will be entered on the Issue Log for the project.
2. **Note:** Email is *NOT* to be used for messages of any urgency. Critical or time-sensitive items must be communicated immediately by telephone, followed by a summation email to keep everyone apprised.
3. Weekly Status Call will occur on a regular basis on _____ at __:__ AM/PM MST with appropriate team members in attendance, either in person or by telephone. This meeting will recap the week’s activities, with each team member reporting on their own progress and issues, including schedule variance and explanations, and activities scheduled for the next reporting period.
4. Project Status Reports serve two functions. They provide feedback to the project organization and they serve as a historical record of the project progress, decisions, success, achievements, and shortcomings. Project Status Reports are accomplished through a bottom-up approach. Team members will report to their Project Manager on a weekly basis in the Project Team Meetings. Information gathered during the Project Team Meetings will be incorporated into a Project Status Report that will be distributed to all team members and to the Steering Committee.

RISK AND ASSET MANAGEMENT

Risk is an uncertain event or condition that, if it occurs, may have a positive or negative effect on a project’s objectives.

Risk management endeavors to optimize the likelihood of meeting project objectives and maximize the opportunities representing “positive” risk. Risk management also endeavors to minimize the occurrence of threatening conditions and events, and the impacts to project objectives that result. Identification of risks up front reduces the amount of surprises, crisis management, disappointment, workarounds, re-work and waste.

Project risks will be categorized as follows:

1. Scope, Technical or Quality Risks
Project changes or additions, required customizations, technical design issues
2. Management Risks
Lack of proper management, resource issues, sponsorship

3. Organizational Risks
Slow decision-making, interruption of funding, changes in corporate goals or strategy, labor issues, end-user buy-in
4. External Risks
Delivery of equipment, environment issues

When project risks are identified, project management will discuss ways to mitigate the risk, agree on a contingency plan and decide the trigger points for action.

ISSUES / CHANGE MANAGEMENT

An issue is a concern that may impede the progress of the project if not resolved. Issues require a decision and a resolution. The resolution may require concurrence from many people.

Issue resolution may drive changes to the project’s scope. As stakeholders identify an issue, the project managers will identify the issue as a show-stopper, work-around, or nice-to-have. To ensure the health of the project, all issues and changes must be documented to their conclusion.

Issue definitions:

1. Show-stopper: This type of issue is mission critical to the project and the user community cannot move forward unless the project team resolves it.
2. Work-around: This issue is a feature of function of the Caselle application “out of the box” that does not fit the model of how the user visualizes the product should be. It can also be a malfunction of the product that needs to be addressed (a bug). Work can continue forward with either adjustment on the part of the end user or minor changes in the application design.
3. Nice-to-have: This issue is a special request for Caselle to provide to the customer. This issue helps drive new features and functions of the product.
4. The Change Process:
 - a. The City’s project lead contacts the Caselle project manager to discuss how the change will be handled.
 - b. The project managers from the City and Caselle agree on how the change impacts the scope of work. They agree if the change can be incorporated as part of a release, handled as part of the original project scope or may require additional cost.
 - c. The City and Caselle project managers will then work together to establish a technical specification if they agree it is needed.
 - d. Caselle project manager will work with their internal development group to understand the requirement.
 - e. Caselle project manager will then report back to the City’s project lead of what the change requires for implementation.
 - f. A change order form is used to communicate the required change, if necessary, and adapted into the project plan.

Note: Any change in scope will require approval and formal signoff by all parties.

Significant changes in scope will be subject to the City's formal change management process. Any modifications resulting in the delay of project completion or addition of resources (money, people, hardware, software, etc.) will be subject to additional approval by the City.

PROJECT DECISIONS

During the course of the project when technical, procedural, or operational decisions are made they will be documented in the weekly status report prepared by Caselle. The Weekly Status Report is a document maintained by the Caselle Project Manager.

Report Development

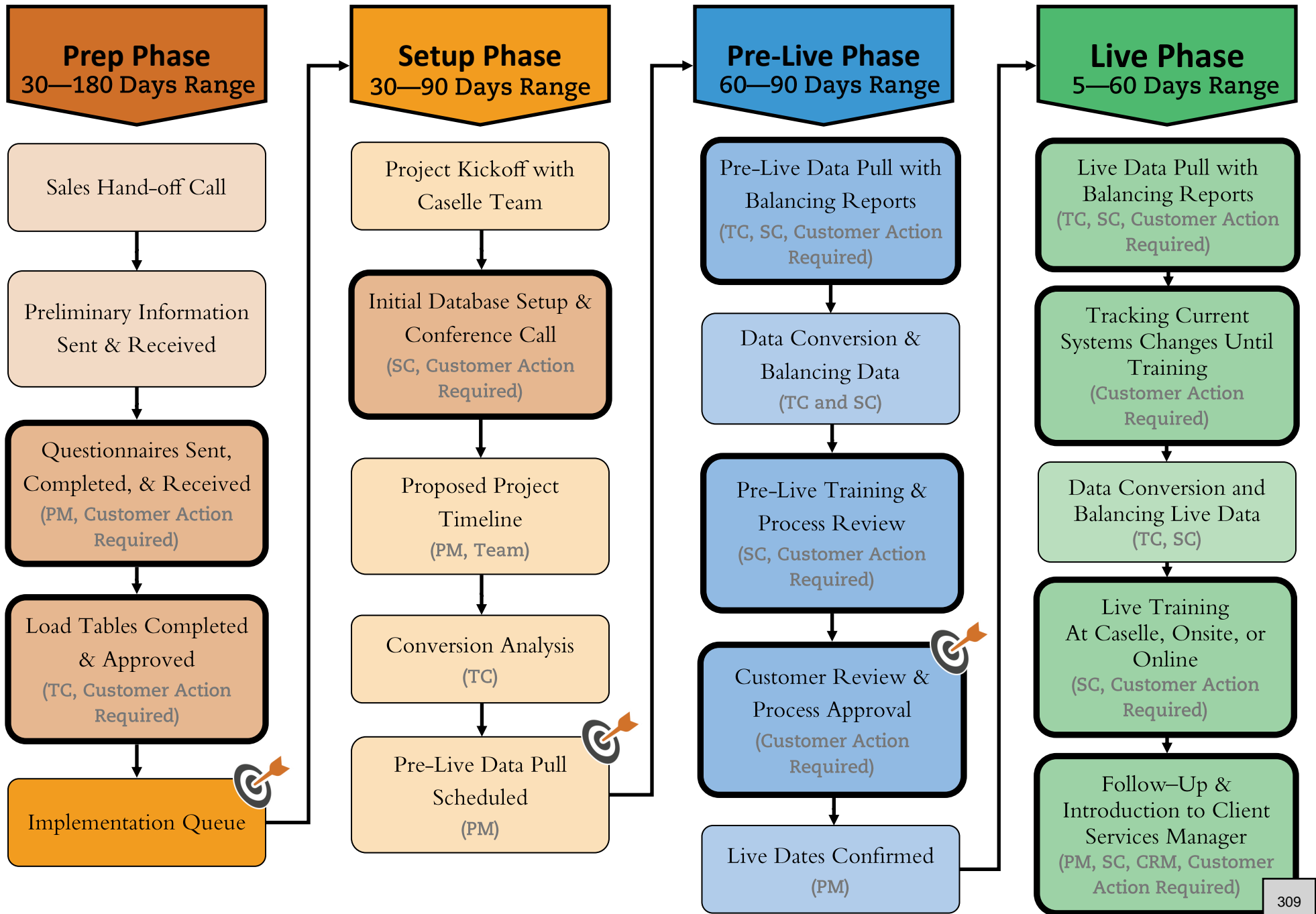
During the conversion, training and on-site assistance phases of your project, Caselle's implementation staff will work with the City employees, using your own data, to create the reports that you need to do your job efficiently. As part of the report training, Caselle's staff will also make recommendations for new reports that will help make your staff more efficient.

Users truly have access to all data contained in the system. The system has a report writer with numerous "canned reports" contained within each module. These reports can all be altered by the user adding or selecting selection criteria and report order of fields within the database (including user-defined fields). If there is an instance where the user needs a report that is not already available, they have the ability to create a table list (report, mail merge, labels or export file). The table list report writer gives access to every table and its subsequent data within the system. The user needs to identify which table columns and fields to pull out on the report and then save it so it does not have to be recreated. All reports can be printed to a file, network printer, PDF, etc. The only additional costs associated with this feature would be if the City requested our staff to generate such a custom report rather than performing the duties themselves. If so, Caselle would bill the City on a time-and-materials basis.

Integrations and Interfaces

It is expected that information would be entered once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another, unless that is the preference of the municipality. Caselle is expected to assist the City with required integrations and interfaces.

CASELLE® Implementation Process



CASELLE® Connect—Network

Network System Requirements

IMPORTANT! Using servers or workstations that DO NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft® Windows Server 2016 (64-bit), 2012 (64-bit), 2012 R2 (64-bit)
Network Server Equipment	Intel® Xeon® Dual-Core Processor 2.0 Ghz or higher 16 GB of available RAM 30 GB of available disk space for Caselle Connect applications (180 MB) and data Enterprise SSD Color SVGA .28 Monitor 1 GB Ethernet Network Card 1 GB Ethernet Switch DVD-RW Drive <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, AMD Sempron®, and Intel® Pentium processors are not recommended.</small>
Database Server Equipment and Operating System	<ul style="list-style-type: none"> • Use the Recommended Network Server. For better performance, increase memory on network server or, use as a separate Database Server (same specifications as the Network Server). • Networks with more than ten workstations may require faster processors and/or more memory than recommended.
Database Software	Microsoft® SQL Server® 2012 (64-bit), 2014 (64-bit), or 2016 (64-bit)
Network Server and Database Server Power Protection	True Online UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel® Core™ 2 Duo, i5, i7 (or higher) 8 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data Color SVGA .28 Monitor DVD-RW Drive <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, AMD Sempron®, and Intel® Pentium processors are not recommended.</small>
Workstation Operating System	Microsoft® Windows 10 Professional™ (32-bit or 64-bit)
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up file server hard drive on removable media and provide verification. Make sure the backup system supports backing up MS-SQL Databases. Example: Backup Exec with SQL Agent.
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 Series and 1500 Series Star TSP100 Epson TM-U325 Epson TM-U675 Epson TM-H6000IV

CASELLE[®] Connect—Network

Internet Access	10 Mbps minimum available connection speed <small>Explanation: Caselle[®] Applications require Internet access to download program updates, use Connect Online, and use web services.</small>
Email	Email that is compatible with Microsoft [®] Windows
Network Installer	Microsoft [®] Authorized and Certified
Supported Internet Browsers	Google Chrome, Microsoft Edge, Mozilla Firefox 4 or later, and Apple Safari

CASELLE[®] Connect Hosted Solution

Version: Connect

Date: 19Mar2018

Frequently Asked Questions

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Data Center and Security

What is a hosted solution?

Hosted applications are stored on a remote data center server and you can access them using the Internet.

Where is your data center and how safe is it?

The location of the data centers and servers where your company's information will be stored are as important as online security. The data center is hosted by Microsoft Azure. It is located in the US West2 data center with geographic redundancy, also known as georedundancy, to alternate data centers.

What is your disaster recovery plan?

Our disaster recovery plan allows us to use Microsoft Azure to access and recover your data in the event of an emergency. We use both Zone Redundant Storage (ZRS) within the US West 2 data center and Geo-Redundant Storage (GRS) to an alternate Microsoft Azure data center.

Here is how Zone Redundant Storage (ZRS) and Geo-Redundant Storage (GRS) work together:

- ZRS allows multiple faults within a particular hardware domain in Microsoft Azure. ZRS allows migration while running to an alternate Zone in the same data center.
- GRS to an alternate data center ensures the same coverage to an alternate data center in the event of a disaster. In addition, an alternate non-Microsoft backup solution also ensures data continuity outside of the Microsoft infrastructure.

What is your Recovery Time Objective (RTO)?

Our provider's replication strategy ensures a level of twelve to sixteen "9s", see Table 1: Replication Strategy. The "9s" refers to the number of positions after the decimal point and quantifies the durability of a redundant storage system over 365 days.

Microsoft is currently working to implement a point in time adjustable RTO at the account level. Until this occurs, we rely on our external non-Microsoft solution to set the RTO in the event of a disaster at one hour. The Recovery Point Objective (RPO) in the event of data loss is 15 minutes.

Table 1: Replication Strategy

	LRS (Location Redundant Storage)	ZRS (Zone Redundant Storage)	GRS (Geo-Redundant Storage)
Data is replicated across multiple data centers.	No	Yes	Yes
Data can be read from a secondary location.	No	No	No
Designed to provide durability of objects over a given year.	At least 99.999999999% (eleven 9s)	At least 99.9999999999% (twelve 9s)	At least 99.9999999999999% (sixteen 9s)

Do you test your disaster recovery plan on a regular basis?

Yes, our disaster recovery plan is tested twice a year.

How is my data protected from natural disasters, including fire, flood, earthquake, and storm?

Your data is protected through storage redundancy, replication, and backups. When possible, Microsoft Azure prefers at least 300 miles of separation between data centers in a regional pair, although this isn't practical or possible in all geographies. Physical data center separation reduces the likelihood of natural disasters, civil unrest, power outages, or physical network outages affecting both regions at once. Isolation is subject to the constraints within the geography (geography size, power/network infrastructure availability, regulations, etc.).

How is my sensitive data protected from thieves?

Our provider protects sensitive data by employing standard best practices in terms of security from an at rest, transit, encryption, and firewall perspective.

What is the backup and retention procedure?

For backup procedures, our provider uses Microsoft Azure managed disks; Microsoft Azure backup; and a third-party external, non-Microsoft cloud backup solution. For retention procedures, our provider uses Microsoft Azure Backup daily; runs a third party solution three times a day; and a performs a 15-minute recovery point objective on replication.

Is my data encrypted in transit?

Yes, data is encrypted in transit.

Is my cloud provider certified SSAE 16 Type 2 or SAS70 Type 2?

Yes, our cloud provider is certified with both SSAE 16 Type 2 and SAS70 Type 2. .

Is the cloud infrastructure built with N+1 configuration?

N+1 configuration, also known as parallel redundancy, is a safeguard to ensure that an uninterrupted power supply (UPS) system is always available. Our provider uses N+1 configuration.

What type of firewalls, anti-virus detection, multifactor user authentication, data encryption, and routine security audits are provided by your provider?

Our provider uses Microsoft Azure, Sophos, MFA (authentication to infrastructure first and secondary authentication to Caselle Application), AES 256 and RSA 2048 bit; and performs routine penetration tests (also known as a routine pen test), and internal security audits.

Will Caselle compensate me for losses?

The provider's software as a service (SAAS) contract addresses compensation for losses as such: "In the event of any "Service Failure," as defined in SAAS agreement, Provider will issue Recipient a credit.

Has your provider experienced issues resulting from customer data loss?

No, our provider has not experienced issues resulting from customer data loss.

Cloud Capacity and Licensing

What are the cloud storage limits? What is the cost to increase if needed in the future?

The cloud storage limit and cost to increase cloud storage depends on your storage type. Storage accounts have a 500 TiB limit (one tebibyte is approximately equal to 1.1 terabyte (TB)). However, our provider has the ability to scale cloud storage to database requirements. Cost for cloud storage varies based on demand and location. Cloud storage typically costs \$0.03 to \$0.06 per GB.

What if I need to increase the number of users? What will it cost?

To increase the number of users, you'll need to contact Caselle at (800) 228-9851. The cost is \$75 per user per month.

What multitenancy platform does your cloud solution use?

Our cloud solution uses RDS (Remote Desktop Services) to manage tenants. Microsoft Azure is on the backend.

Deployment

How are the applications deployed?

The applications are deployed using an agent on the desktop to manage printing. Access to the applications is controlled by Remote Desktop Services (RDS).

Does the software run native over the Internet or does it require a delivery mechanism such as Citrix?

The software uses Remote Desktop Services (RDS) to run the application. It does not run native over the Internet and it does not require a delivery mechanism such as Citrix.

Are there any limitations with this type of deployment, for example, with reporting or display?

There are no known limitations with this type of deployment.

Operational Transparency

Does your provider provide a complete log of downtime history?

Yes, our provider can provide you with a complete log of downtime history.

Does your provider provide a way to monitor operational management, performance management, change management, usage management, and problem management?

Yes, you can use our provider's Digital Armor monitoring solution to perform these tasks.

6. DATA CONVERSION

History conversion is conditional upon the data being provided into the DATA LOAD TABLES. With conversion of history the customer is responsible to provide supporting reports for any historical data to be used to verify the accuracy of the conversion of historical data. **Additional costs will apply if third party resources are required.**

History conversions can be completed, however all history that is converted is unique and it does not look like it was generated in Caselle. It will not have linking records for normal Inquiry functions and reports that are normally generated in Caselle. *All of these considerations are discussed with you as well as reasonable expectations, depending upon the accuracy of the data provided in the Load Tables.* **Every effort is made for the history to be accurate and useful, but there are limitations.** Costs quoted below are negotiable once we understand the true scope of the project and if data can be provided as requested above.

Utility Billing History Conversion

Current active customer information is converted. Normally only inactive or final billed accounts with balances are recommended to keep in the system. Too many zero balance accounts may cause system performance issues. Service location information is converted for active accounts. Historical information for service address, account changes, service orders or meter changes will not be converted.

Meter information includes readings and usage for the specified number of periods. Meter change outs from property to property are not converted.

If transactions are identifiable and provided in the load tables, billings, adjustments and payments will be converted. If payment allocation detail is not available, payments will be allocated between the billed services based upon an order of allocation specified by the customer or applied to first service. Routines within Caselle will be used to balance or apply payments and credits. (These allocations may not match the original allocation when the payment was made.) Historical conversions require a previous balance transaction to be calculated to bring account into appropriate aged balance and will be in the history of the account.

History conversion on a bid basis

History for other utility related applications such as Service Orders is not provided.

TRAINING

After installation, Caselle's trainers will train the Department staff including IT, supervisors/system administrators, and users on proper usage and administration of the software system. Our implementation staff will also be available during the go-live phase to help minimize questions and problems, increase user confidence, and relieve the stress that may come with using a new system for the first time.

Our trainers have extensive software and industry knowledge and will help you apply it to your community. Several of our senior trainers have over twenty years of municipal software training experience. Their knowledge of municipal issues provides a strong foundation to help you with budgeting, utility billing and other community operations.

Approach

Caselle's Educational Services include individualized, hands-on instruction. Our thorough, patient instructors guide you through all the software features necessary for effective use. At completion, you will immediately be able to begin using the software.

Our structured training curriculum clearly outlines course objectives and goals to help you maximize your learning experience. We will train you on your actual data, to ensure that exercises are applicable to you. Group sessions and one-on-one instruction aid in the learning experience. Individual online training and review may also be provided, as needed. We expect to train each end user, but we can also make arrangements for a train-the-trainer approach.

Post Training Assistance

During the first 90 days following training, you are welcome to contact your classroom trainer for software support. This helps create a smooth transition, since your trainer will be aware of any unique issues discussed during training. After 90 days, our experienced customer support representatives will be able to effectively handle any and all support issues.

Documentation

Electronic Operating Manuals are included with each application. They are accessed from within the application via the "Help" button.

On-going Training

Refresher training is conducted on a regular basis via webinars or at Caselle's location. Webinars are recorded and accessible through our customer portal. There are no associated costs for this type of training.

TESTING

Caselle applications are developed and tested in-house using a variety of testing procedures including unit tests, black-box testing, functional testing, etc. We also have several customer sites who receive updated versions of the applications prior to general release. These sites install and run the applications in a "live" environment for a specified period of time before the applications are released to our other customer sites.

REPORTING

Caselle software has a built-in user-friendly report writer. Users can easily customize existing reports or create new ones. Thousands of pre-defined reports are available, giving the user the power to select any date range, print order, paging and totaling control. Columns on the report can be removed or adjusted and new fields can be added to any existing report. Page settings, layouts and fonts are very easy to modify. All reports can be printed, previewed, saved as a PDF or exported to Excel.

Some of the Standard Reports include:

- Financial Statement
- Trial Balance
- Detail Ledger
- Invoice Register
- Check Register
- Open Encumbrance
- Payment Approval
- Payroll Register
- Benefits Register
- Retirement
- Federal
- State
- Depreciation Schedules
- Aging Report
- Receivable Reports
- Deposit Register
- Payment Register

7. BACKUP SERVICES

The system provides a very basic routine for creating and restoring a SQL database backup. We strongly recommend that a third-party backup process be used by the IT group to schedule regular frequent backups. An off-site backup option can be added which allows the backup created to be uploaded to a secure site for storage and retention.

Caselle provides backup services in partnership with Q90 Corporation. Q90 Corporation collocates its servers in geographically diverse Tier 4 datacenters connected by fiber optic cable. These Class A, Tier 4 datacenters are SAS 70 compliant, carrier neutral facilities, with redundant power, biometric security, and 24-hour video surveillance. Additionally, our datacenters are 100% compliant with the Payment Card Industry (PCI) Security Standards Council's Data Security Standard (PCI DSS). Because we store patient health information (PHI) information for some of our clients, we are also compliant under HIPAA as a data partner.

Backups are done nightly from the File Exchange system over to the backup server. Backups are held for 6 months and can be downloaded by clicking on the link next to the backup file. All systems are backed up to redundant servers on either a 4 hour or daily basis, depending on the nature of the data.

DISASTER RECOVERY

Disaster Recovery Plan for Cloud (Hosted) Clients

Caselle Cloud (hosted solution) is hosted on servers that are co-located in geographically diverse Tier 4 datacenters connected by fiber optic cable. These Class A, Tier 4 datacenters are SAS 70 compliant, carrier neutral facilities, with redundant power, biometric security, and 24 hour video surveillance.

Additionally, our datacenters are 100% compliant with the Payment Card Industry (PCI) Security Standards Council's Data Security Standard (PCI DSS). All systems are backed up to redundant servers on either a 4 hour or daily basis, depending on the nature of the data.

8. REFERENCES

Agency Name:	McPherson, KS
Population:	14,000
Contact Name & Title:	Daniela Rivas, Finance Director
Contact Address:	400 E Kansas Ave McPherson, KS 67460
Contact Phone Number:	(620) 245-2535
Contact Email Address:	danielar@mcpcity.com
Project Description:	<i>Connect Version – 15 Concurrent User Licenses</i> AP, AR, Advantage (Position Based Budgeting), Asset Management, Business License, CR, Online Electronic Payment Xpress Bill Pay, Community Development Suite w/Approvals, Code Violations, Permitting, Planning & Zoning, Document Management, Electronic w2/1099, miExcel GL & AP, GL, Online Paystubs/W2s, Online Maps, Payroll, Payroll Direct Deposit, HR, Timekeeping, Project Accounting.

Agency Name:	Phillipsburg, KS
Population:	2,300
Contact Name & Title:	Tiffini Gross, City Clerk
Contact Address:	945 2 nd St. Phillipsburg, KS 67661
Contact Phone Number:	(785) 543-5234
Contact Email Address:	cityclerk@cityofphillipsburg.com
Project Description:	<i>Connect Version – 3 Concurrent User Licenses</i> AP, CR, Cemetery, Court, Document Management, Electronic w2/1099, miExcel GL, GL, Payroll, Payroll Direct Deposit, Timekeeping, Utility Management, Utility Electronic Read

Agency Name:	Sabetha, KS
Population:	2,519
Contact Name & Title:	Steve Compo, City Clerk
Contact Address:	50 Nelson St. Cartersville, GA 30120
Contact Phone Number:	(785) 284-2158 ext 209
Contact Email Address:	scompo@cityofsabetha.com
Project Description:	<i>Connect Version – 5 Concurrent User Licenses</i> AP, PO/Req, CR, Online Electronic Payments Xpress Bill Pay, miExcel GL, GL, Payroll, Payroll Direct Deposit, Utility Management, Utility Management Direct Pay, Utility Management Electronic Read.

Client Name:	City of Montrose, CO (We have 150+ sites in CO)
Population:	20,291
Contact Name & Title:	Shani Wittenberg, Finance Director
Contact Address:	400 E Main St. Montrose, CO 81401
Contact Phone Number:	(970) 240-1462
Contact Email Address:	swittenberg@ci.montrose.co.us
Project Description:	<i>Connect Version – 18 Concurrent User Licenses</i> GL, miExcel GL, Payroll, Direct Deposit, Electronic W2/1099, Timekeeping, Human Resources, Online Pay Stubs/W2's, miExcel PR, Accounts Payable, AP Direct Pay, Purchases & Requisitions, miExcel AP, Accounts Receivable, Utility Management, Electronic Reading Interface, Utility Direct Pay, Utility Service Orders, Utility Tax Certification, Utility Backflow Management, miExcel UM, Cash Receipting, Online/Electronic Payments (Xpress Bill Pay), Check Endorsement, Asset Management, Business License, Cemetery Management, Property Improvements, Materials Management, Project Accounting.

Client Name:	City of Moberly, MO
Population:	13,904
Contact Name & Title:	Matt Douglas, Assistant Finance Director
Contact Address:	101 W Reed St, Moberly, MO 65270
Contact Phone Number:	(660) 269-7601
Contact Email Address:	mattd@cityofmoberly.com
Project Description:	<i>Connect Hosted Version – 16 Concurrent User Licenses</i> AP, PO/Req, AR, Business License, CR, Online Electronic Payments, Check on Demand, Community Development Permitting, Document Management, MiExcel GL & UM, GL, Online Maps, Project Accounting, Utility Management, Backflow, Utility Electronic Read, Utility Mobile Service Orders, Web Services for CR and UM.

Agency Name:	City of Sallisaw, OK
Population:	8,489
Contact Name & Title:	Keith Skellton, Finance Director
Contact Address:	115 E Choctaw Sallisaw, OK 74955
Contact Phone Number:	(918) 775-6241 X306
Contact Email Address:	kskelton@sallisawok.org
Project Description:	<i>Connect Version – 12 Concurrent References</i> General Ledger, miExcel GL, Payroll, Direct Deposit, Timekeeping, Electronic Pay Stubs, Human Resources, Accounts Payable, Purchases & Requisitions, Utility Management, Electronic Reading Interface, Utility Direct Pay, Utility Service Orders, Maintenance Orders, Cash Receipting, Online/Electronic Payments, Animal License, Asset Mgt., Advantage, Cemetery Mgt., Permitting & Code Enforcement, Electronic W2s

Agency Name:	Beatrice, NE
Population:	12,209
Contact Name & Title:	Hannah Bell, Finance Director
Contact Address:	400 Ella St. Beatrice, NE 68310
Contact Phone Number:	(402) 228-5225
Contact Email Address:	hbell@beatrice.ne.gov
Project Description:	<p><i>Connect Version – 16 Concurrent User Licenses</i></p> <p>AP, AP Direct Pay, PO/Req, AR, Animal License, Asset Management, CR, Online Electronic Payments Xpress Bill Pay, Document Management, Electronic W2/1099, miExcel GL & Payroll, GL, Materials Management, Online Paystubs/W2s, Payroll, Payroll Direct Deposit, HR, Timekeeping, Project Accounting, Utility Management, Backflow, Utility Electronic Read, Utility Service Orders, Web Services for CR, Utility Management.</p>

Software	Cost
Onboarding Fees	
Accounting	
Accounting Data Conversion	
General Ledger	\$2,950
General Ledger Conversion w/bank reconciliation	4,300
miExcel GL	1,000
Accounts Payable	1,050
Accounts Payable Data Conversion	2,200
AP Direct Pay, Purchases & Requisitions	550
Payroll and Payroll Direct Deposit	5,125
Payroll Data Conversion	1,275
Electronic W2/1099, Timekeeping, HR, Online Paystubs, web services	5,150
Employee Self-Service	Included in cost, Connect Online
Employee Expense Reimbursement	
Applicant Tracking	Cost is based on number of applicants
Work Orders, Fleet and Facilities Management	
Fleet Data Conversion	
Reporting Services	
Court	4,875
Court Data Conversion	*Cost will be quoted after a review of existing legacy data
Court Citation Import	-
Materials Management	1,625
Materials Management Data Conversion	500
Project Accounting	2,750
Document Management/ Zonal OCR	5,000
Code Enforcement	1,050
Code Enforcement Data Conversion	Included with Permitting conversion cost
Planing & Zoning, Approvals & Notifications	3,175
Utility Billing	4,875
Utility Billing Data Conversion	7,600
Utility Electronic Read, Service Orders, and Online Mapping	1,300
Cash Receipting, Payment Import with Web Services	2,050
Asset Management	1,050
Asset Management Data Conversion	500
Vendor Licensing	\$132,550
Vendor Licensing Data Conversion	

Building Permits	2,125
Building Permits Data Conversion	8,600
Backflow Management	2,250
Backflow Data Conversion	1,340
Recreation	
Recreation Data Conversion	
Reporting Software for Public Facing Reports/Letters	
Interface for State Court System	Need more information to quote
Interface for Digiticket System	Need more information to quote
Interface for Sensus	N/A – Currently available
Customer Fees for Using ACH payment	3 rd Party fees TBD
Customer Fees for using Debit Card payment	3 rd Party fees TBD
Customer fees for using Credit Card payment	3 rd Party fees TBD
Data Conversion (Total)	\$26,315 *Court Management conversion is not included in this amount.
On-Site Training	On-Site training is not included in this quote. Cost typically doubles for On-Site
Online Training	A Hybrid approach can be negotiated
Total Cost	\$206,815

Software	Cost
Onboarding Fees	
Accounting	
Accounting Data Conversion	
General Ledger	\$2,950
General Ledger Conversion w/bank reconciliation	4,300
miExcel GL	1,000
Accounts Payable	1,050
Accounts Payable Data Conversion	2,200
AP Direct Pay, Purchases & Requisitions	550
Payroll and Payroll Direct Deposit	5,125
Payroll Data Conversion	1,275
Electronic W2/1099, Timekeeping, HR, Online Paystubs, web services	5,150
Employee Self-Service	Included in cost, Connect Online
Employee Expense Reimbursement	
Applicant Tracking	Cost is based on number of applicants
Work Orders, Fleet and Facilities Management	
Fleet Data Conversion	
Reporting Services	
Court	4,875
Court Data Conversion	*Cost will be quoted after a review of existing legacy data
Court Citation Import	-
Materials Management	1,625
Materials Management Data Conversion	500
Project Accounting	2,750
Document Management/ Zonal OCR	5,000
Code Enforcement	1,050
Code Enforcement Data Conversion	Included with Permitting conversion cost
Planing & Zoning, Approvals & Notifications	3,175
Utility Billing	4,875
Utility Billing Data Conversion	7,600
Utility Electronic Read, Service Orders, and Online Mapping	1,300
Cash Receipting, Payment Import with Web Services	2,050
Asset Management	1,050
Asset Management Data Conversion	500
Vendor Licensing	Hosted
Vendor Licensing Data Conversion	

Building Permits	2,125
Building Permits Data Conversion	8,600
Backflow Management	2,250
Backflow Data Conversion	1,340
Recreation	
Recreation Data Conversion	
Reporting Software for Public Facing Reports/Letters	
Interface for State Court System	Need more information to quote
Interface for Digiticket System	Need more information to quote
Interface for Sensus	N/A – Currently available
Customer Fees for Using ACH payment	3 rd Party fees TBD
Customer Fees for using Debit Card payment	3 rd Party fees TBD
Customer fees for using Credit Card payment	3 rd Party fees TBD
Data Conversion (Total)	\$26,315 *Court Management conversion is not included in this amount.
On-Site Training	On-Site training is not included in this quote. Cost typically doubles for On-Site
Online Training	A Hybrid approach can be negotiated
Total Cost	\$74,265

Caselle® Software & Services Proposal

City of Bel Aire, KS

October 31, 2023

(Valid for 90 days)

From:

Wade Walker, Territory Manager
pww@caselle.com

Proposal Summary

Total Software License	\$132,550
Total Training	27,250
Total Setup	20,700
Total Conversion	26,315
Total Investment	\$206,815

A deposit of 50% of the total proposal price is required with order. The remaining balance will be due upon completion of training.

Monthly Software Assurance will be \$3,709.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Bel Aire is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date



Caselle® Software & Services Proposal
City of Bel Aire, KS
October 31, 2023

Proposal Detail

Caselle® Application Software	License Fees	Training	Setup	Conversion	Total
General Ledger	\$5,500	\$2,250	\$700	\$2,800	\$11,250
Budgeting	Incl. w/GL	Included	-	-	-
Bank Reconciliation	Incl. w/GL	Included	-	1,500	1,500
miExcel GL	1,000	Included	1,000	-	2,000
Payroll/Direct Deposit	9,200	3,375	1,750	1,275	15,600
Electronic W2/1099	1,700	Included	-	-	1,700
Timekeeping	2,700	1,100	500	-	4,300
Human Resources	4,500	550	-	-	5,050
Online Pay Stubs/W2's	-	-	3,000	-	3,000
Payroll Web Services	1,250	-	-	-	1,250
Accounts Payable	5,500	550	500	2,200	8,750
AP Direct Pay	2,700	Included	-	-	2,700
Purchases & Requisitions	2,700	550	-	-	3,250
Utility Management	5,500	3,375	1,500	7,600	17,975
Utility Electronic Reading Interface	2,700	Included	250	-	2,950
Utility Service Orders	2,700	550	500	-	3,750
Online Mapping	-	-	-	-	-
Utility Backflow Management	4,500	750	1,500	1,340	8,090
Cash Receipting	4,500	550	500	-	5,550
Payment Import	2,500	Included	1,000	-	3,500
Cash Receipting Web Services	-	-	-	-	-
Utility/Service Orders Web Services	-	-	-	-	-
Asset Management	3,300	550	500	500	4,850
Court Management	6,500	3,375	1,500	*Per Bid	11,375
Court Citation Import	1,600	Included	-	-	1,600
Materials Management	4,500	1,125	500	500	6,625
Project Accounting	4,500	2,250	500	-	7,250
Document Management/ Zonal OCR	-	3,000	2,000	-	5,000
Permitting	8,000	1,125	1,000	8,600	18,725
Planning & Zoning	5,000	1,125	1,000	-	7,125
Approvals & Notifications	3,000	550	500	-	4,050
Code Enforcement	3,000	550	500	-	4,050
Three (3) Concurrent User Licenses	Included	-	-	-	Included
Seventeen (17) Additional Concurrent User Licenses (20 Total)	34,000	-	-	-	34,000
Grand Total	\$132,550	\$27,250	\$20,700	\$26,315	\$206,815



Caselle[®] Software & Services Proposal
City of Bel Aire, KS
October 31, 2023

Notes:

1. Training will take place at Caselle. We offer several options for training: at our location in Provo Utah, Onsite and Online. We offer a significant discount to come to our location for training and have found that taking you out of your environment helps avoid interruptions and can be the most beneficial. Some sites request a combination of all three. We encourage training at Caselle but are more than happy to do what works best for you and your staff.
2. Online Paystubs includes 75 employees paid bi-weekly and annual W2's. Software Assurance will be adjusted if the number of employees exceeds this estimate.
3. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), three (3) Concurrent User Licenses, three (3) Advanced Workflow Licenses and the Caselle Integration.
4. Applicant Tracking fees are billed separately by ApplicantPro on a subscription basis based on number of applicants.
5. If during the Implementation the Pre-Live and Go-Live needs to be re-scheduled you may be subject to additional charges up to \$10,000. depending on frequency and reason.

Caselle allocates resources and staffing to accomplish your implementation in a timely manner. When hard dates are set and missed it affects multiple projects and requires more time and resources.

6. History Conversion is available on a per bid basis. Additional fees may apply upon review of existing legacy data.

General Information

In order to further define and clarify the various products and services offered in this proposal, the following notes will apply based on the software applications and/or services quoted:

Hardware, Network, & Database Software Requirements

It is the responsibility of the customer to meet the attached Caselle System Requirements. Prior to the implementation, your SQL Server installation must be complete. Customers requesting additional assistance with Microsoft SQL Server installations are asked to contact Executech, Caselle's authorized contractor at (801) 253-4541. Charges will be billed at the rate of \$105 per hour upon approval by the customer. You will be invoiced by Caselle for these services.

Source Code

Source code is held in escrow with InnovaSafe, Inc. Technology Protection Services and requires a beneficiary enrollment form, available upon request. An annual fee of \$200 will apply.

Software License Fees

The price quoted is based on the number of concurrent users listed in the proposal. Additional concurrent user licenses are \$2,000 each.

Training

Unless otherwise quoted, training will take place at Caselle's Education Center, located in Provo, Utah. Your staff will be trained on your data. Approximately one half of the training time will be spent reviewing and validating your converted data files. Training hours are from 8:30 a.m. to 4:30 p.m., Monday through Friday.

On-site Implementation Assistance

If on-site implementation assistance is quoted, this may include a pre-implementation customer process evaluation meeting. We will review your current processes and determine what is required to make a smooth transition to the Caselle software system. Additional on-site assistance days may be quoted to assist during and after the implementation. This ensures that you are utilizing the Caselle application features to the full benefit of your organization.

Travel Expenses

If on-site training or implementation assistance is quoted, travel expenses will be estimated based on the number of days and trips required. Actual expenses will be invoiced when implementation is complete.

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. **Please read the following information carefully.**

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

1,400 accounts are included

Bank Reconciliation Data Conversion

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

3 bank accounts are included

Payroll/Direct Deposit Setup

- Set up necessary pay codes for gross pay, deductions, taxes, and benefits.
- Set up check formats for the Employee Payroll Check and Vendor Remittance for applicable deductions.
- Create a custom Checklist to document all necessary payroll procedures for pay periods and year-end.
- Set up default reports for all necessary payroll reporting, including:
 - Transmittals
 - Standard State/Federal Reporting
- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up bank file with all necessary employee bank routing information.
- Format one direct deposit voucher and one transmittal voucher.
- Additional form set up, such as timesheets will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each employee's information will be converted. This information includes the employee name, address, Social Security number, exemptions, and worker's compensation status.
- Each employee's wage distribution for salary and benefits will be established.
- Employee pay codes for all wages, deductions, taxes, benefits, and reimbursements will be converted.
- Payroll YTD information will be entered and reviewed to ensure W-2 information is accurate at year-end.
- Payroll processing to verify data conversion is accurate will be completed.
- Payroll YTD totals, leave time, hours, and benefits will be balanced to the existing system if supporting reports are provided.
- Caselle will provide reports of the converted data for auditing purposes.
- Each employee file will be set up with the employee's bank routing account information for full ACH compatibility. A pre-notification test file will be generated and verified to ensure accuracy.

75 employees are included

Timekeeping Setup

- Establish activity codes and appropriate payroll overrides.
- Set up and define task codes, including descriptions and General Ledger override accounts, if necessary.
- Set up employee defaults for tasks, activities, and shifts.
- Set up applicable FLSA shifts.

Caselle® Software & Services Proposal
City of Bel Aire, KS
October 31, 2023

Section XI, Item F.

Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

1,100 vendors are included

AP Direct Pay Setup

- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up vendors with necessary routing and account numbers.
- Format one direct pay voucher.

Purchases & Requisitions Setup

- Format one purchase order form.
- Create a Checklist to document Purchase Order procedures.
- Additional custom purchase order form set up will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
- All appropriate transactions for balancing the billing will be converted.
- Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
- Caselle will provide reports of the converted data for auditing purposes.

3,800 meters or customers are included

Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Backflow Management Setup

- Assembly types, approved assembly models, action codes, notification cycles, organization, testers, and a maximum of eight forms will be set up. Forms include:
 - Testers Certification Notice
 - Testing Renewal Notifications
 - Assembly Install Notifications
 - Assembly Failure Notices

Data Conversion

- All active backflow assemblies will be attached to the utility location table including all applicable information to start the tracking process.

1,340 assemblies are included

No historical assembly information will be included.

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.

Court Management Setup

- Use the court information you provide to structure all codes. Codes will cross-reference surcharge, state assessment, and so on.
- Format up to six Follow-up letters. Docket information will accurately default into all correspondence.
- Set cross-reference flags for witness letters, jury letters, pre-trial hearings, failure to comply notices, change of trial dates and/or hearings, appeals, non-appearance, bench warrants, etc.
- Set up special codes to handle collections, community service, jail time, jail credits, DUI School, counseling, etc.
- Create a Checklist to document daily, monthly, and year-end procedures.
- Additional Follow-up letters will be billed at the rate of \$100 per letter. Letters that have multiple pages will be billed \$100 for each additional page included in the form.

Materials Management Setup

- Create the inventory number mask.
- Set up the Department, Category, and Location files.
- Establish inventory levels, turnover, and valuation reports.
- Create a Checklist to document daily, monthly, and inventory procedures.

Data Conversion

- Inventory items will be converted. This includes the inventory number, description, location, category, quantity, and unit cost for each item. Inventory valuation will be balanced if available.

Project Accounting Setup

- Set up organization settings and all system defaults.
- Determine job number mask with segments and values for all projects.
- Determine and set up General Ledger accounts for WIP, depreciation, accumulated depreciation, and clearing accounts for labor and purchases.
- Interface all applicable Caselle applications.
- Set up the Crew Rate, Departments, and Jobs for creation, approval, and completion procedures.

**Community
Development Setup**

- Setup services will assist customers in initial software configuration such as codes, rates, permit types, fees, etc. A representative will provide consulting and software setup via telephone and email prior to product shipping. All parcel data and current owner information will be entered when submitted in the requested format. Property Parcel Data does not include data export from any other system or custom conversion. Property information will need to be entered into the Caselle Load Table by the customer.
- If customer completes the Caselle Load Tables for Property and Owner, Contractor and open Permits, there will be no conversion charges.
- If Caselle Load Tables are not used and data is submitted in another format, there will be a \$2.00 charge per property, contractor, open permit record, and historical record in addition to the setup fee.

Data Conversion

- All property and owner parcel data will be entered when submitted in the requested format.
- All Open Permits will be entered when submitted in the requested format.
- Contractor information will be entered when submitted in the requested format.
- If historical data needs to be converted, data will be loaded into a Caselle Archive History Table as read only and can be exported or viewed in Property Inquiry and Table List reports. Historical data from existing system will not be converted as Caselle transactions.
- Caselle Load Tables will need to be populated by the customer.
- All needed forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

4,300 properties are included

Caselle® Hosted Software & Services Proposal

City of Bel Aire, KS

October 31, 2023

(Valid for 90 days)

From:

Wade Walker, Territory Manager
pww@caselle.com

Proposal Summary

License Type	Hosted
Total Training	\$27,250
Total Setup	20,700
Total Conversion	26,315
Total Investment	\$74,265

A deposit of 50% of the total proposal price is required with order. The remaining balance will be due upon completion of training.

Monthly Hosted Maintenance & Support will be \$5,601.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Bel Aire is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date



Caselle® Hosted Software & Services Proposal
City of Bel Aire, KS
October 31, 2023

Proposal Detail

Caselle® Application Software	License Type	Training	Setup	Conversion	Total
General Ledger	Hosted	\$2,250	\$700	\$2,800	\$5,750
Budgeting	Hosted	Included	-	-	-
Bank Reconciliation	Hosted	Included	-	1,500	1,500
miExcel GL	Hosted	Included	1,000	-	1,000
Payroll/Direct Deposit	Hosted	3,375	1,750	1,275	6,400
Electronic W2/1099	Hosted	Included	-	-	-
Timekeeping	Hosted	1,100	500	-	1,600
Human Resources	Hosted	550	-	-	550
Online Pay Stubs/W2's	Hosted	-	3,000	-	3,000
Payroll Web Services	Hosted	-	-	-	-
Accounts Payable	Hosted	550	500	2,200	3,250
AP Direct Pay	Hosted	Included	-	-	-
Purchases & Requisitions	Hosted	550	-	-	550
Utility Management	Hosted	3,375	1,500	7,600	12,475
Utility Electronic Reading Interface	Hosted	Included	250	-	250
Utility Service Orders	Hosted	550	500	-	1,050
Online Mapping	Hosted	-	-	-	-
Utility Backflow Management	Hosted	750	1,500	1,340	3,590
Cash Receipting	Hosted	550	500	-	1,050
Payment Import	Hosted	Included	1,000	-	1,000
Cash Receipting Web Services	Hosted	-	-	-	-
Utility/Service Orders Web Services	Hosted	-	-	-	-
Asset Management	Hosted	550	500	500	1,550
Court Management	Hosted	3,375	1,500	*Per Bid	4,875
Court Citation Import	Hosted	Included	-	-	-
Materials Management	Hosted	1,125	500	500	2,125
Project Accounting	Hosted	2,250	500	-	2,750
Document Management/ Zonal OCR	Hosted	3,000	2,000	-	5,000
Permitting	Hosted	1,125	1,000	8,600	10,725
Planning & Zoning	Hosted	1,125	1,000	-	2,125
Approvals & Notifications	Hosted	550	500	-	1,050
Code Enforcement	Hosted	550	500	-	1,050
Twenty (20) Concurrent User Licenses	Hosted	-	-	-	Included
Grand Total	Hosted	\$27,250	\$20,700	\$26,315	\$74,265



Caselle® Hosted Software & Services Proposal
City of Bel Aire, KS
October 31, 2023

Notes:

1. Training will take place at Caselle. We offer several options for training: at our location in Provo Utah, Onsite and Online. We offer a significant discount to come to our location for training and have found that taking you out of your environment helps avoid interruptions and can be the most beneficial. Some sites request a combination of all three. We encourage training at Caselle but are more than happy to do what works best for you and your staff.
2. Online Paystubs includes 75 employees paid bi-weekly and annual W2's. Software Assurance will be adjusted if the number of employees exceeds this estimate.
3. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), three (3) Concurrent User Licenses, three (3) Advanced Workflow Licenses and the Caselle Integration.
4. Applicant Tracking fees are billed separately by ApplicantPro on a subscription basis based on number of applicants.
5. If during the Implementation the Pre-Live and Go-Live needs to be re-scheduled you may be subject to additional charges up to \$10,000. depending on frequency and reason.

Caselle allocates resources and staffing to accomplish your implementation in a timely manner. When hard dates are set and missed it affects multiple projects and requires more time and resources.
6. History Conversion is available on a per bid basis. Additional fees may apply upon review of existing legacy data.

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

1,400 accounts are included

Bank Reconciliation Data Conversion

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

3 bank accounts are included

Payroll/Direct Deposit Setup

- Set up necessary pay codes for gross pay, deductions, taxes, and benefits.
- Set up check formats for the Employee Payroll Check and Vendor Remittance for applicable deductions.
- Create a custom Checklist to document all necessary payroll procedures for pay periods and year-end.
- Set up default reports for all necessary payroll reporting, including:
 - Transmittals
 - Standard State/Federal Reporting
- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up bank file with all necessary employee bank routing information.
- Format one direct deposit voucher and one transmittal voucher.
- Additional form set up, such as timesheets will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each employee's information will be converted. This information includes the employee name, address, Social Security number, exemptions, and worker's compensation status.
- Each employee's wage distribution for salary and benefits will be established.
- Employee pay codes for all wages, deductions, taxes, benefits, and reimbursements will be converted.
- Payroll YTD information will be entered and reviewed to ensure W-2 information is accurate at year-end.
- Payroll processing to verify data conversion is accurate will be completed.
- Payroll YTD totals, leave time, hours, and benefits will be balanced to the existing system if supporting reports are provided.
- Caselle will provide reports of the converted data for auditing purposes.
- Each employee file will be set up with the employee's bank routing account information for full ACH compatibility. A pre-notification test file will be generated and verified to ensure accuracy.

75 employees are included

Timekeeping Setup

- Establish activity codes and appropriate payroll overrides.
- Set up and define task codes, including descriptions and General Ledger override accounts, if necessary.
- Set up employee defaults for tasks, activities, and shifts.
- Set up applicable FLSA shifts.

Caselle® Hosted Software & Services Proposal
City of Bel Aire, KS
October 31, 2023

Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.
- 1,100** vendors are included

AP Direct Pay Setup

- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up vendors with necessary routing and account numbers.
- Format one direct pay voucher.

Purchases & Requisitions Setup

- Format one purchase order form.
- Create a Checklist to document Purchase Order procedures.
- Additional custom purchase order form set up will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
 - All appropriate transactions for balancing the billing will be converted.
 - Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
 - Caselle will provide reports of the converted data for auditing purposes.
- 3,800** meters or customers are included

Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Backflow Management Setup

- Assembly types, approved assembly models, action codes, notification cycles, organization, testers, and a maximum of eight forms will be set up. Forms include:
 - Testers Certification Notice
 - Testing Renewal Notifications
 - Assembly Install Notifications
 - Assembly Failure Notices

Data Conversion

- All active backflow assemblies will be attached to the utility location table including all applicable information to start the tracking process.

1,340 assemblies are included

No historical assembly information will be included.

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.

Court Management Setup

- Use the court information you provide to structure all codes. Codes will cross-reference surcharge, state assessment, and so on.
- Format up to six Follow-up letters. Docket information will accurately default into all correspondence.
- Set cross-reference flags for witness letters, jury letters, pre-trial hearings, failure to comply notices, change of trial dates and/or hearings, appeals, non-appearance, bench warrants, etc.
- Set up special codes to handle collections, community service, jail time, jail credits, DUI School, counseling, etc.
- Create a Checklist to document daily, monthly, and year-end procedures.
- Additional Follow-up letters will be billed at the rate of \$100 per letter. Letters that have multiple pages will be billed \$100 for each additional page included in the form.

Materials Management Setup

- Create the inventory number mask.
- Set up the Department, Category, and Location files.
- Establish inventory levels, turnover, and valuation reports.
- Create a Checklist to document daily, monthly, and inventory procedures.

Data Conversion

- Inventory items will be converted. This includes the inventory number, description, location, category, quantity, and unit cost for each item. Inventory valuation will be balanced if available.

Project Accounting Setup

- Set up organization settings and all system defaults.
- Determine job number mask with segments and values for all projects.
- Determine and set up General Ledger accounts for WIP, depreciation, accumulated depreciation, and clearing accounts for labor and purchases.
- Interface all applicable Caselle applications.
- Set up the Crew Rate, Departments, and Jobs for creation, approval, and completion procedures.

**Community
Development Setup**

- Setup services will assist customers in initial software configuration such as codes, rates, permit types, fees, etc. A representative will provide consulting and software setup via telephone and email prior to product shipping. All parcel data and current owner information will be entered when submitted in the requested format. Property Parcel Data does not include data export from any other system or custom conversion. Property information will need to be entered into the Caselle Load Table by the customer.
- If customer completes the Caselle Load Tables for Property and Owner, Contractor and open Permits, there will be no conversion charges.
- If Caselle Load Tables are not used and data is submitted in another format, there will be a \$2.00 charge per property, contractor, open permit record, and historical record in addition to the setup fee.

Data Conversion

- All property and owner parcel data will be entered when submitted in the requested format.
- All Open Permits will be entered when submitted in the requested format.
- Contractor information will be entered when submitted in the requested format.
- If historical data needs to be converted, data will be loaded into a Caselle Archive History Table as read only and can be exported or viewed in Property Inquiry and Table List reports. Historical data from existing system will not be converted as Caselle transactions.
- Caselle Load Tables will need to be populated by the customer.
- All needed forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

4,300 properties are included



Helping the City of Bel Aire’s Systems Scale Effectively A “Pay-As-You-Grow” Technology Roadmap with a Fractional CIO

Brian Mackey

Overview

- Bel Aire Current Challenges and Growth Plan are the Basis this Technology Roadmap
- Consultant Background and Qualifications
- Gap Analysis of Missing Capabilities for Strategic Solution
- High Level View of Current Technology Stack
- High Level View of Strategic Technology Stack
- Roadmap To Achieve Strategic Vision
- Recommend ERP System
- Critical Success Factors and Best Practices for ERP Implementations
- Agile Methodologies Advantages for Phased Deployments
- Summary of Recommendations
- Appendix

Bel Aire Current Challenges and Growth Plan are the Basis this Technology Roadmap

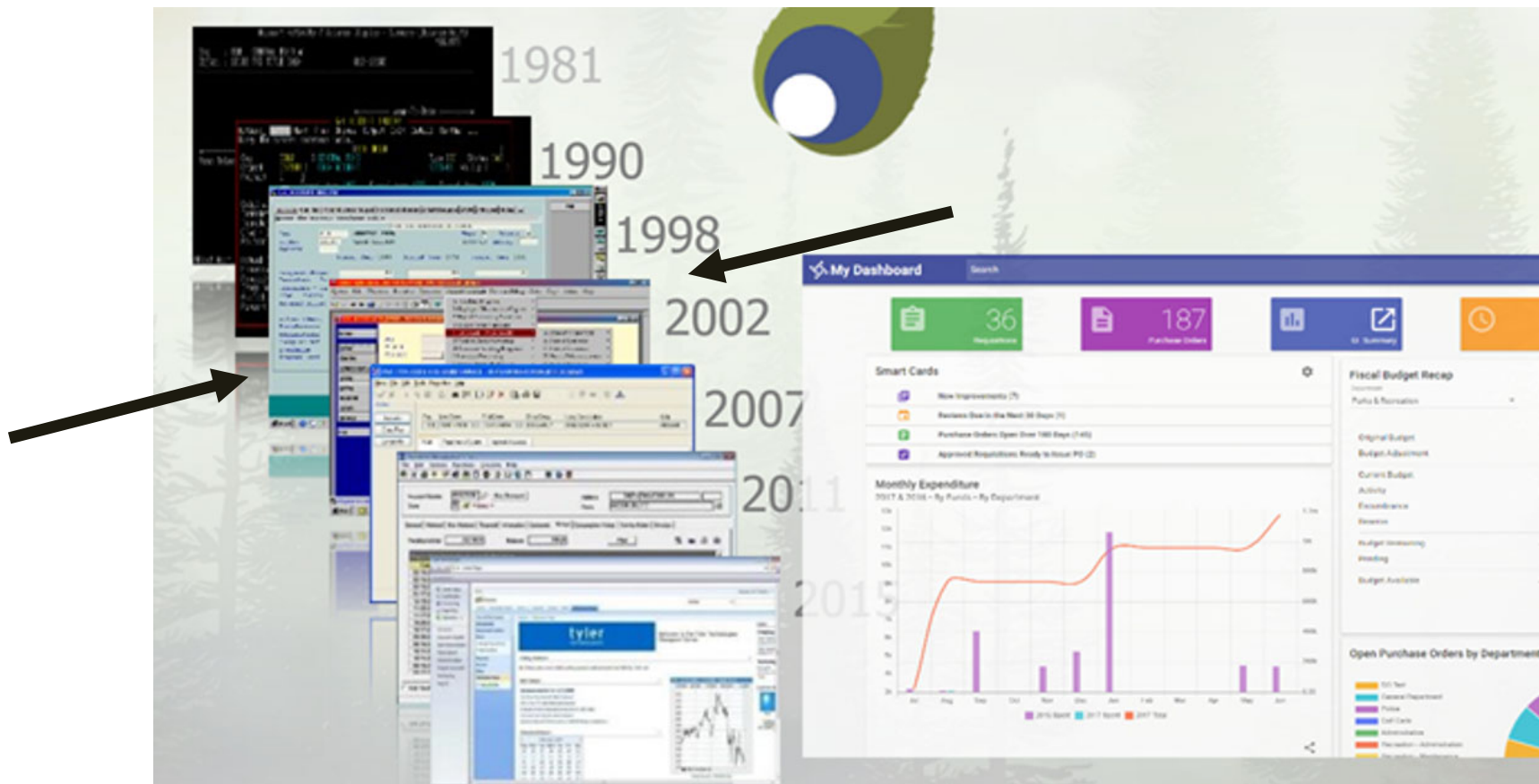
1980 - 2017

- Small Staff
- Paper Forms/ Written Journal Entry
- Small Staff/ Paper Forms/ Manual Entry (computer)/ run two tapes
- Small Staff/ Paper Forms/ primitive web payments (blank), Manual Entry (computer), Digital Document Storage
- No online-customer service

2018 - 2023

- Small Staff
- Add Upload/Input CC payments (saved staff time for UB but not for Court, Recreation, or P&Z)
- Add Online Forms (customer service) / Manual Entry (computer)
- Add bronze age web payments (customer service) / Manual Entry (computer)





- We live in the world of Amazon, Target, Evergy, and AI

Utility Payment

[Sign In](#) | [Profile](#) | [Change Password](#) | [Transaction History](#)

Acct No:
Current Balance: **Acct Not Found**
As Of: -

Address:
City:
State: **KS**
Zip:
Phone:

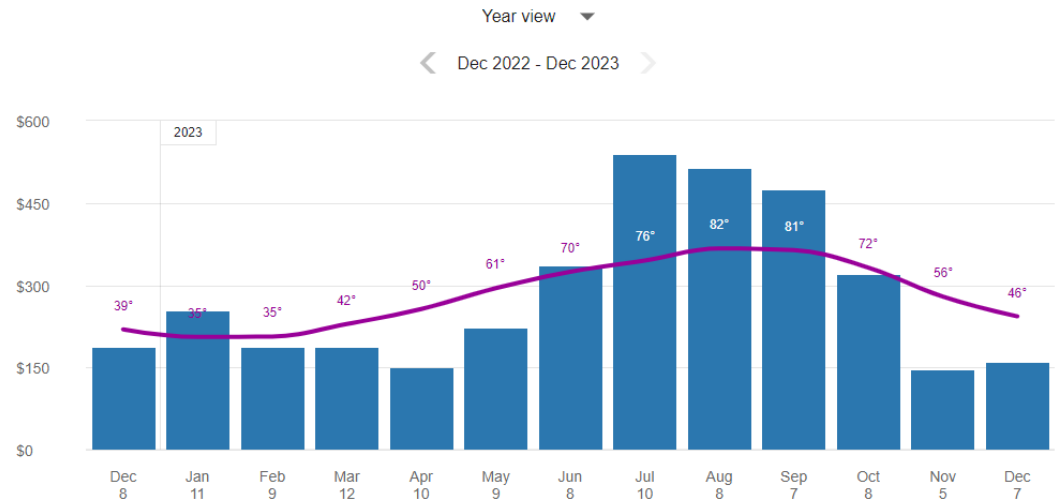
Make Payment Now. . .
Amount:

On Autopay
\$161.09
Will be paid on 12/29/23

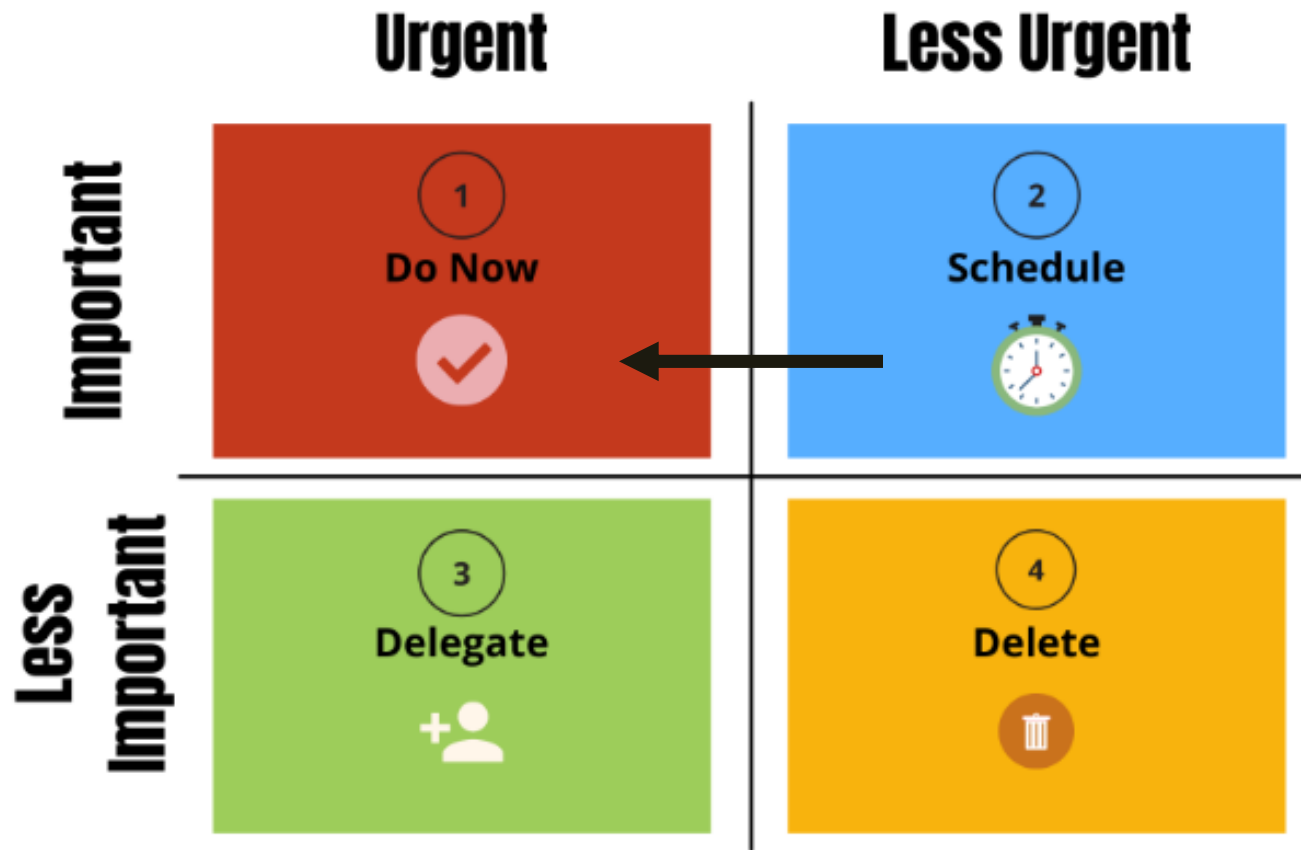
Service 11/5/23 - 12/7/23
Account 7303164308
Last payment of \$147.52 received on 11/27/23
Next bill available on 1/11/24
[Manage Autopay](#)
[View Bill Details](#)

Your bill is **↑ \$13.57**
higher than the previous month
[View Comparison](#)
[Analyze Monthly Usage](#)

[BILL](#) | [USAGE](#) | [NEIGHBORS](#)



- Why Now?









Brian Mackey – Enterprise & Digital Data Transformation Leader



Highly accomplished executive with extensive experience deploying Enterprise IT solutions, Enterprise/Information Architecture strategies and leading Digital Marketing and Sales transformations. Proven leader in various positions across the High-Tech, Telecommunications, and Healthcare industries.

Collaborates and communicates with C-Suite to frontline colleagues to bring forth innovative ideas, effectively increasing bottom-line revenue while utilizing consumer insight to propel business strategy.

Professional History		Client Success / Innovation
2022	 President & Senior Managing Director	<ul style="list-style-type: none"> Accomplished multimillion-dollar improvements to IBM's campaign execution and lead management process by delivering largest WW deployment of Unica's EMM tool suite by any customer to date. Deployed sophisticated integration architecture, supporting E2E lead generation, scoring and passing to multiple CRM platforms (SugarCRM and SFDC). Drove 71% increase in revenue, 3.5x increase in conversation rates and 10% reduction in non-sales chat by deploying a worldwide, multi-channel messaging solution that includes Live Chat (Live Person) and Cognitive Chat Bots (Watson) Transformed ability to track, predict and interact with individuals through design, development, and deployment of solution based on IBM's Master Data Management product and data warehouse based on Netezza – both are now foundational components across all IBM systems. Featured in IBM Press book, "Beyond Big Data: Using Social MDM to Drive Deep Customer Insight," forward written by Brian Mackey. Delivered first opportunity for event customers to connect with Watson by leading cross-functional team to develop a cognitive session builder expert tool for World of Watson. The solution exceeded expectations with nearly 10K users and thousands of new IBM accounts. Deployed SAP financials globally, completing on time and budget with a team of ~50 people. Deployed PeopleSoft globally for HR services, providing Informix with a first-ever complete view of 5K employees.
2021	 VP – Product Management	
2001	 Director - Digital Marketing and Sales Platforms Senior Manager – Enterprise & Information Architecture	
1996	 Director WW Applications Applications Manager	
1991	 Manager Application Services Technical Project Leader	
1987	 Project Leader Programmer / Analyst	


Contact Info

Cell: +1-913-908-4148

brian@pivoloccity.com

www.pivoloccity.com/
www.linkedin.com/in/brianwmackey/

Education

 Master of Business Administration (MBA), Rockhurst University - 1997

 Bachelor of Science (BS), Computer Science, Kansas State University - 1987

Volunteer

 Multiple Myeloma Research Foundation Technology Advisor (2017 – Present)

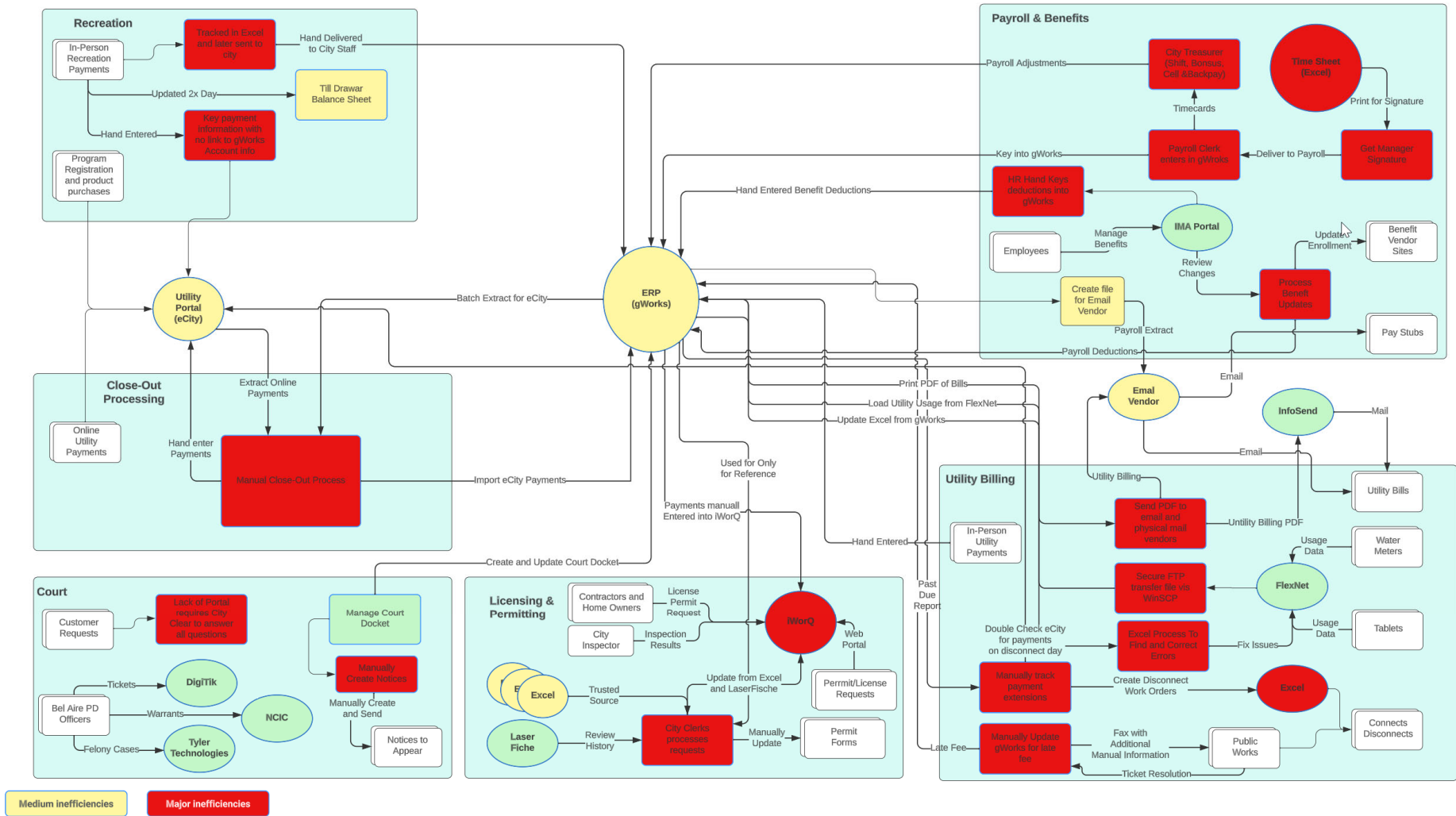
 Upward Basketball Basketball Coach (2004 – 2014)



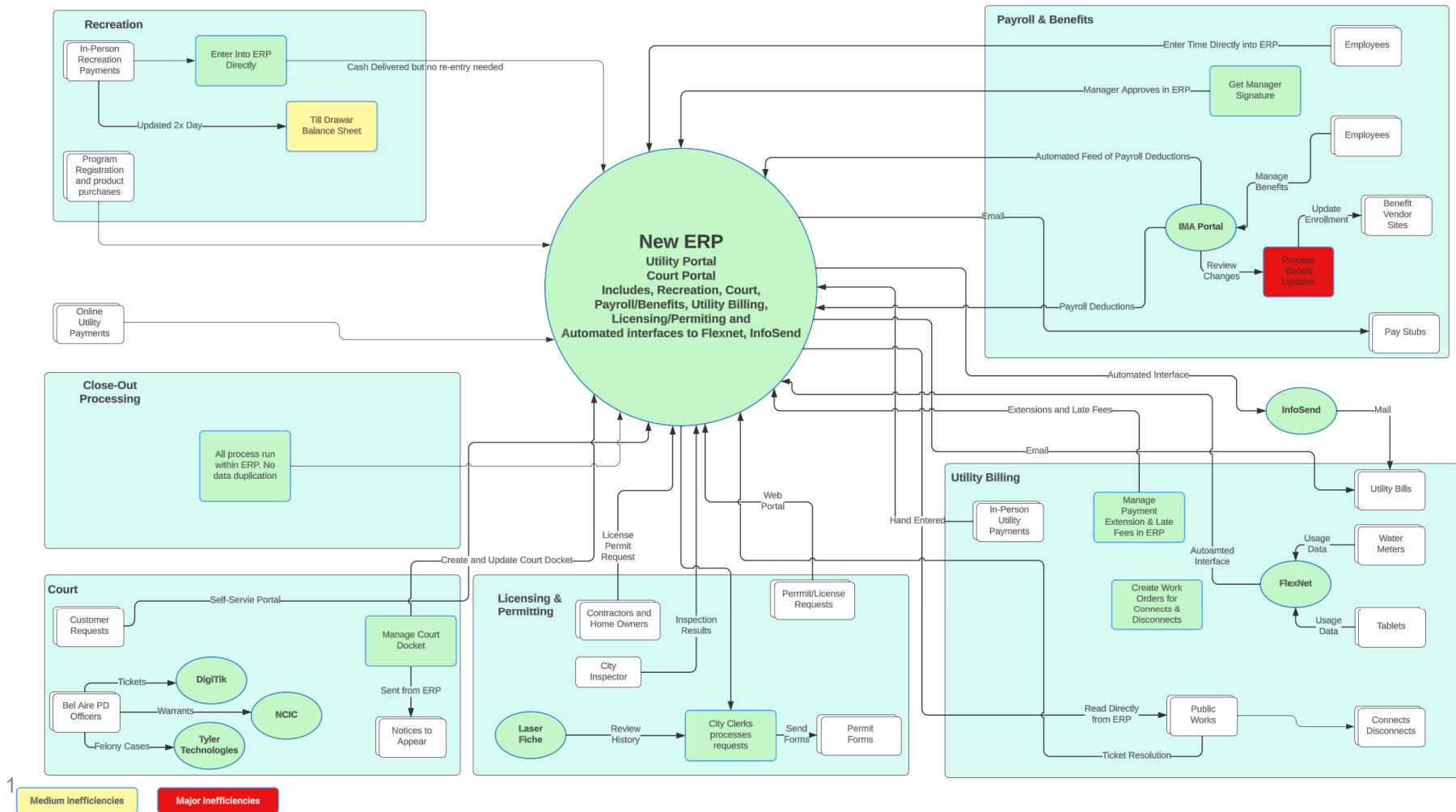
Gap Analysis of Missing Capabilities for Strategic Solution

- Bel Aire has done a good job of working with a disparate set of applications on a very limited budget. However, these applications have security and compliance issues, require wasteful and error-prone manual duplicate entry and are not able to scale to the level needed for forecasted usage and capabilities.
- Functional Gaps:
 - Current ERP doesn't cover all functional areas which requires other systems at [additional cost and integration challenges](#) (e.g. Utility Portal, Recreation, Work Orders, etc).
 - Lack of trust in current system requires some functions (e.g. Permitting) to [maintain excel-based backups](#)
 - Lack of online payroll approval process requires the city to manage [paper-based timecards](#)
 - Lack of interface between benefits portal (IMA) and ERP requires HR staff to [hand enter payroll deductions](#) for benefits and [hand enter benefit enrollment](#) with benefit providers
 - ERP doesn't automatically handle key payroll functions (e.g. Shift Diff, Stipends and Bonus) which requires city staff to [process those manually](#)
 - ERP doesn't offer opt-out process for marketing emails which [violates CAN-SPAM rules](#)
 - Lack of utility billing portal within the ERP creates a [large manual workload to keep eCity and gWorks in sync](#). For example, the "Close-Out" process.
 - Lack of an automated interface with water meter system (FlexNet) requires [cumbersome and error-prone file transfer process](#) that is far to technical for most end users
 - Lack of real-time interface between gWorks and eCity requires [manual checking of late payments](#)
 - Lack of interface between gWorks and iWorQ requires city staff to [hand enter information in iWorQ](#) which creates waste and potential for error
- Technical Gaps:
 - Lack of Auto-Scaling cloud infrastructure for ERP
 - Lack of audited [security and data privacy compliance](#) for key systems creates and exposure for the City
 - Lack of automated interfaces require [duplicate data entry which is wasteful and open to error](#)
 - No Automated monitoring and alerting of production applications and infrastructure
 - Current ERP is built on antiquated technology and [doesn't support concurrent users well](#) (e.g. Billing Cycle)
 - gWorks and eCity are not able support some modern [Security and Data Privacy rules](#) (e.g. SOC 2, CCPA, WCAG)
 - gWorks is not a SaaS solution which means the City of Bel Aire is fully responsible for ensuring data security because it runs on a city owned server within the City building.

High Level View of Current Technology Stack



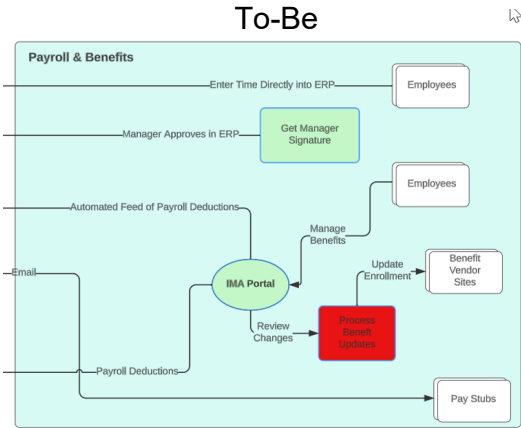
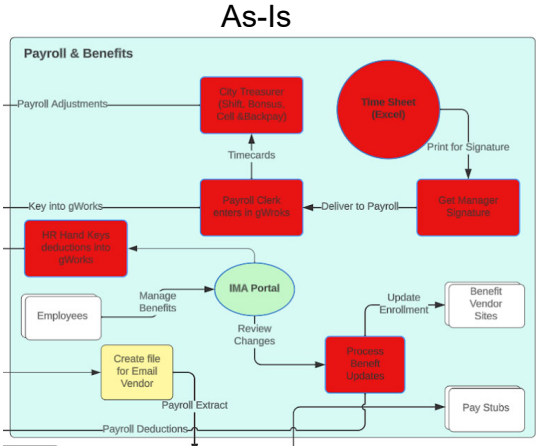
High Level View of Strategic Technology Stack



Roadmap To Achieve Strategic Vision – Phase 1

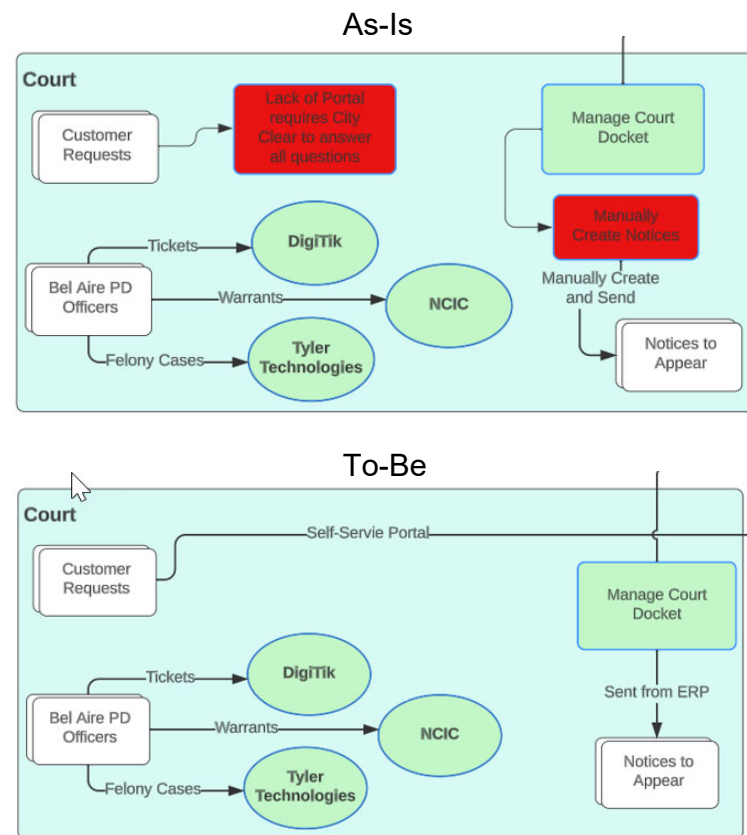
- Start with HR and Payroll
 - Quick Win
 - Limited scope
 - Elimination of duplicate data entry
 - All employees will feel the improvement

- Legacy Systems Eliminated
 - Excel based time sheets
 - gWorks Payroll module
 - Potentially, IMA Portal but requires validation first



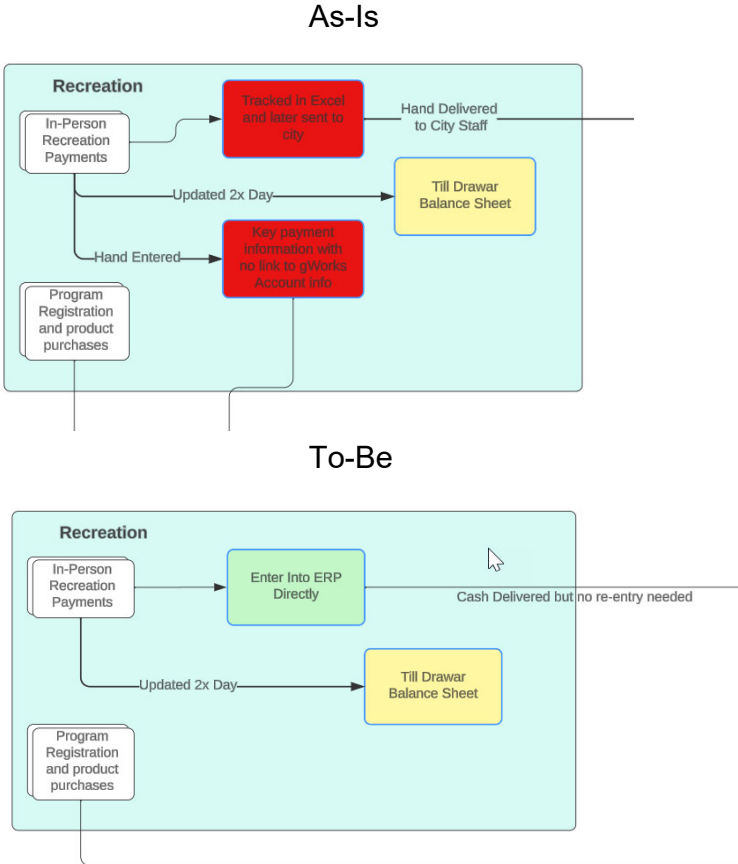
Roadmap To Achieve Strategic Vision – Phase 2

- Quickly follow with Court
 - Limited scope
 - Elimination manual creation of notices
 - Improves efficiency of court clerk by elimination many citizen questions
 - First improvement for citizens with self-service portal
 - Easy integration with county system
- Legacy Systems Eliminated
 - gWorks Court module



Roadmap To Achieve Strategic Vision – Phase 3

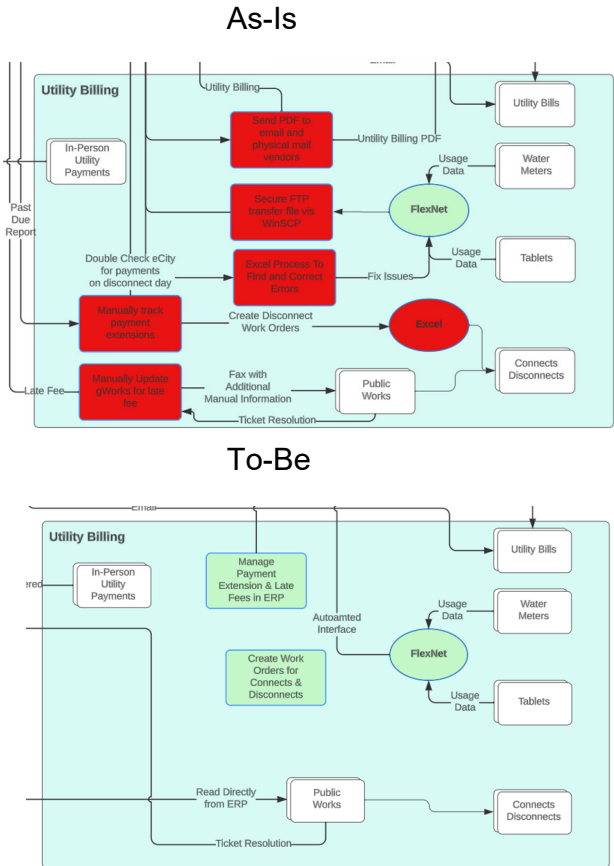
- Recreation
 - Improved customer portal
 - Eliminates duplicate data entry from eCyt to gWorks
 - Eliminates CAN-SPAM issues currently in eCity emails
- Legacy Systems Eliminated
 - eCity Recreation Module



Roadmap To Achieve Strategic Vision – Phase 4

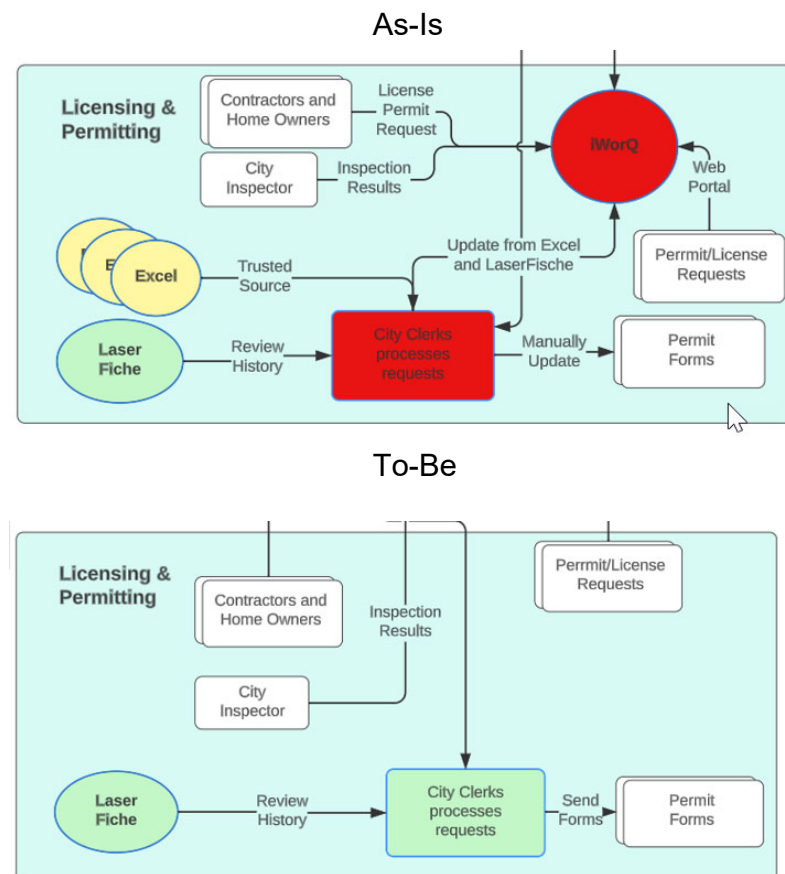
- **Utility Billing**
 - Largest Impact on Cost and Efficiency
 - Significantly improved customer portal
 - Significant efficiency improvements
 - Close-Out Process
 - Billing
 - Connects/Disconnects
 - More complex and larger transaction volumes

- **Legacy Systems Eliminated**
 - eCity Transactions and Aueenta payment system
 - gWorks Utility Module



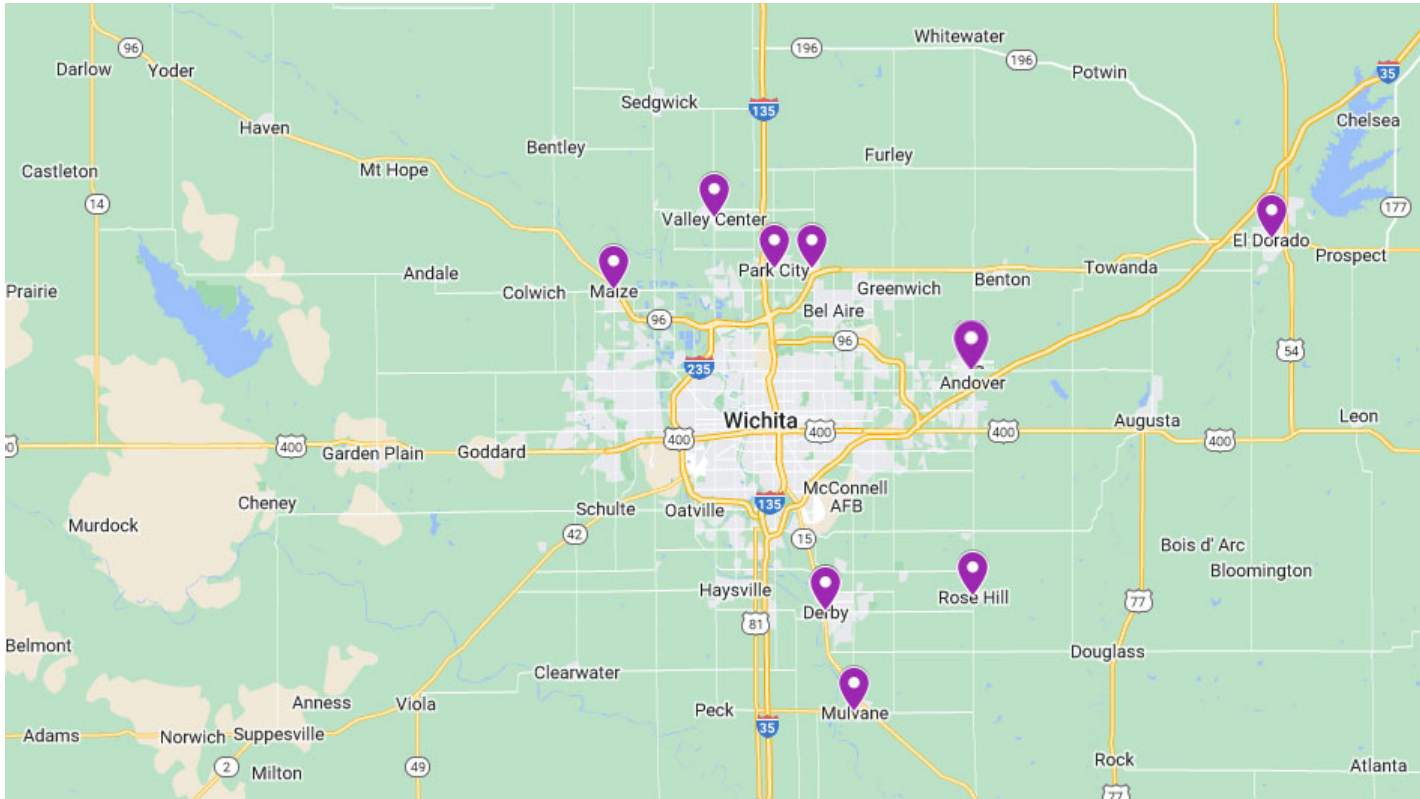
Roadmap To Achieve Strategic Vision – Phase 5

- **Licensing and Permitting**
 - Most complex area
 - Significant efficiency improvements
 - No more duplicate entry into historic Excel files
 - Smoother online submissions of request
 - Easier interaction with inspector(s)
 - Will likely require the most change in City processes to gain the value
- **Legacy Systems Eliminated**
 - iWorQ
 - Excel files



Recommend ERP System

- 4 responded to City's Request for Proposal (RFP) (1 declined to bid after 2-hour meeting with Deb)
- 2 RFP's reviewed and vendor demonstrations conducted
- 4 Cassell customer references contacted, 9 Tyler customers references contacted. (1 visit)
- Vendors then scored using a weighted system based on the City's priorities:
 - Tyler Technology = 403
 - Caselle = 240
- Recommendation = Tyler Technology
 - Covers all functional areas
 - Best technical roadmap and security/compliance posture
 - Significantly larger development and support team
 - A strong track record of sustainable growth and profitability
 - Best customer references including total clients in Kansas and in Wichita Metro



Andover, Arkansas City, Derby, El Dorado, Hesston, Hutchinson, Kechi, Maize, Mulvane, Newton, Park City, Rose Hill, Valley Center, Wellington.

Tyler scored the best and would deliver the most benefits to Bel Aire

Scoring

Weights are relative (aka a curve) to each other

Tyler				
Functional Assessment	Weight	Raw Score	Weighted Score	Comments
Finance	4	5	20	
HR	4	4	16	
Payroll	4	5	20	
Utility Billing	5	5	25	
Licensing and Permitting	3	3	9	
Court	4	5	20	
Recreation	3	4	12	
Platform-Document Mgmt	3	4	12	Have their own plus Laserfiche integration
Platform-Reporting	4	5	20	Also offers integration with top reporting tools
Functional Total:			154	
Tyler				
Technical Assessment	Weight	Raw Score	Weighted Score	Comments
Cloud Hosting	5	5	25	AWS
Web-Based Client	3	4	12	Moving fully to web-based client
Security	4	4	16	Will raise to 5 if audited results are provided
Data Protection	5	5	25	Strong data protection statements and business continuity plans
Credit Card Security	5	5	25	Offers Audited results
Audited/Certified Processes	5	2	10	SOC Type 1 and 2
Availability SLA	3	5	15	100% with penalties starting below 99.70%
Accessibility	2	4	8	New web-client WCAG 2.0 compliant
Technical Total:			136	
Tyler				
Company Assessment	Weight	Raw Score	Weighted Score	Comments
Years in business	4	5	20	42
Number of customers	4	5	20	37,000
Annual Revenue	3	5	15	\$1.85 bil (2022)
Size of development team	5	5	25	900 People
Community	4	3	12	
Support	3	2	6	5x12
Customer References	3	5	15	
Company Total:			113	
Grand Total:			403	

Key Benefits

- Consolidation onto a single ERP eliminates complex set of legacy systems and their cost
- Fully functional utility portal – This will allow City to pass along transaction fees like most other municipalities
- Self-Service court portal – Frees up Court clerk to focus on higher level activities
- Fully automated timesheet/payroll – No more paper timesheets
- Fully integrated Utility Billing eliminates wasteful Close Out reconciliation (eCity ↔ gWorks) process
- Real-time utility payment processing eliminates wasteful aspects of cutoff process
- Fully PCI compliant payment processing HW and SW eliminates existing PCI exposures
- Improved posture for data security/privacy and accessibility.

Caselle Scoring

Scoring

Weights are relative (aka a curve) to each other

Caselle				
Functional Assessment	Weight	Raw Score	Weighted Score	Comments
Finance	4	2	8	
HR	4	3	12	
Payroll	4	3	12	
Utility Billing	5	2	10	
Licensing and Permitting	3	1	3	
Court	4	2	8	
Recreation	3	0	0	Doesn't have recreation
Platform-Document Mgmt	3	2	6	Won't integrate with Laserfiche
Platform-Reporting	4	3	12	Excel required for any graphing
Functional Total:			71	
Caselle				
Technical Assessment	Weight	Raw Score	Weighted Score	Comments
Cloud Hosting	5	5	25	
Web-Based Client	3	2	6	limited use "Employee Portal"
Security	4	4	16	Will raise to 5 if audited results are provided
Data Protection	5	3	15	No mention of GDPR, CCPA and encryption limited to "Sensitive" data. They do have a DR plan
Credit Card Security	5	4	20	Claims PCI but no offer of audited results
Audited/Certified Processes	5	0	0	No mention of SOC compliance
Availability SLA	3	3	9	
Accessibility	2	0	0	No mention of accessibility
Technical Total:			91	
Caselle				
Company Assessment	Weight	Raw Score	Weighted Score	Comments
Years in business	4	5	20	
Number of customers	4	3	12	
Annual Revenue	3	3	9	
Size of development team	5	2	10	Only 30 people
Community	4	3	12	
Support	3	2	6	Only 25 people
Customer References	3	3	9	4 in Kansas
Company Total:			78	
Grand Total:			240	

Key Issues

- Doesn't provide full suite of needed functions and would require Bel Aire to keep eCity for Recreation
- Reporting doesn't provide graphs and requires users to export to Excel if graphs are required
- Significantly smaller company with a development team less than 4% of Tyler (900 vs 30)
- Still using legacy client with limited work on a web-based solution

Business Case

- Reduced annual run-rate
- Elimination of existing legacy systems
- Improved customer service
- Ability to scale with city growth

Tyler Quote - SaaS

Tyler Services and other One-Time Fees	\$196,333				
Annual Subscription Fee	\$107,845				

<u>Item</u>	<u>2023 Est.</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Comments</u>
One-Time	\$0	\$196,333	\$0	\$0	Detailed list of hours by module
New ERP Subscription	\$0	\$107,845	\$107,845	\$107,845	Depends on 3-Year agreement but discount is not impressive
TSYS CC Transaction Fees	\$54,896	\$54,896	\$0	\$0	Will start passing on fees once a full service portal is available
Legacy Systems	\$69,383	\$69,383	\$0	\$0	Should be able to eliminate all Legacy systems
Total:	\$124,279	\$428,457	\$107,845	\$107,845	

D. Consideration of accepting a bid to purchase a new Enterprise Resource Planning (ERP) system. Four bids were received, Two bids meet RFP requirements:

<u>Company (One-Time Fee and Year 1)</u>	<u>Total</u>
Tyler Technologies	\$304,178
Caselle	\$141,477
<u>Annual Subscription</u>	<u>Total</u>
Tyler Technologies	\$107,845
Caselle (with 3 rd party Recreation)	\$77,212
Current Spend	\$69,383
Current Spend (with CC Fees Included)	\$124,279

Action: Motion to (accept / deny / table) the bid from _____ in the amount not to exceed \$ _____ for the purchase of a new Enterprise Resource Planning (ERP) system and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

Summary of Recommendations

- Near-Term
 - Move excel files used by Licensing and Permitting to OneDrive folder so multiple users can access at the same time
 - Eliminate CAN-SPAM issues with Recreation emails from eCity
 - Add “Notice” language to registration from that explains how the city will use the information
 - Only send “Transactional” emails from eCity
 - Send all “Marketing” emails from a compliant platform with proper opt-out capabilities.
- Long-Term
 - Move forward with Tyler Technologies and sign contract by 31-Dec-2023 in order to have the strongest negotiating position
 - Consolidate all city functions on Tyler’s ERP to create the efficiencies needed to support the City’s growth

MANAGERS REPORT



DATE: December 14, 2023
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: December 19, 2023 Agenda

Consent Agenda (Item VI)

The consent agenda contains the Minutes of the December 5, 2023 City Council meeting. Also included are two applications to renew Cereal Malt Beverage (beer) Licenses for 2024. Both applicants, Dollar General and Mirai Ramen & Sushi, have met all of the requirements for the State of Kansas and Bel Aire City Codes. Staff recommend approval of the renewed licenses.

Appropriations Ordinance (Item VII)

This reporting period included one payroll period. Cost of issuance fees associated with the 2023 Temporary Note and Bond issue accounted for \$69,229.13 of the total. These expenses are supported by special assessment levied to the benefiting properties.

City Requested Appearances (Item VIII)

Ken Lee with Garver would like to update the Governing Body on 53rd Street bid solicitation and has a couple options to consider for incorporation into the bid documents.

IRB Ordinance, Bel Aire Secure Storage LLC (Item A)

Bel Aire Secure Storage, LLC (formerly Block 49, LLC) requested an IRB and PILOT Agreement in 2022 to develop their storage facility located on the west side of Webb north of Tierra Verde. On July 19, 2022, the City Council approved a Letter of Intent to issue an IRB and PILOT payments. A cost benefit analysis was completed that showed a benefit ratio above 1.3 for all government entities. The City Council then approved Resolution R-22-37 on August 2, 2022 authorizing the IRB's. Bel Aire Secure Storage, LLC is responsible for placing the IRB as well as all financial obligations. Bel Aire is in no way responsible for any debt but simply acts as a conduit for the bond. As a final step, the Ordinance to Issue the IRBs, the PILOT Agreement, and related documents now come before Council for

consideration. Kevin Cowan will be at the meeting to answer any questions. Staff recommends approving the Ordinance and related documents.

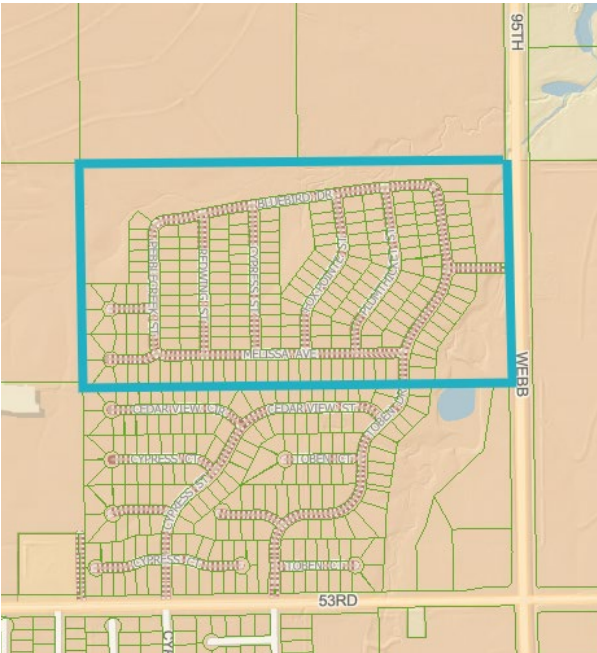


Ordinance, Uniform Requirements for Users of Sanitary Sewer (Item B)

Council engaged Burns & McDonnell to revise and expand the city’s wastewater pretreatment program. Representatives from Burns & McDonnell presented a proposed Ordinance at the November City Council workshop and then a final draft at the last Council meeting on December 5th. Council tabled the Ordinance at the last meeting, asking for some additional modifications. Burns & McDonnell representatives have incorporated the input from the Council and will be at the meeting to answer any questions.

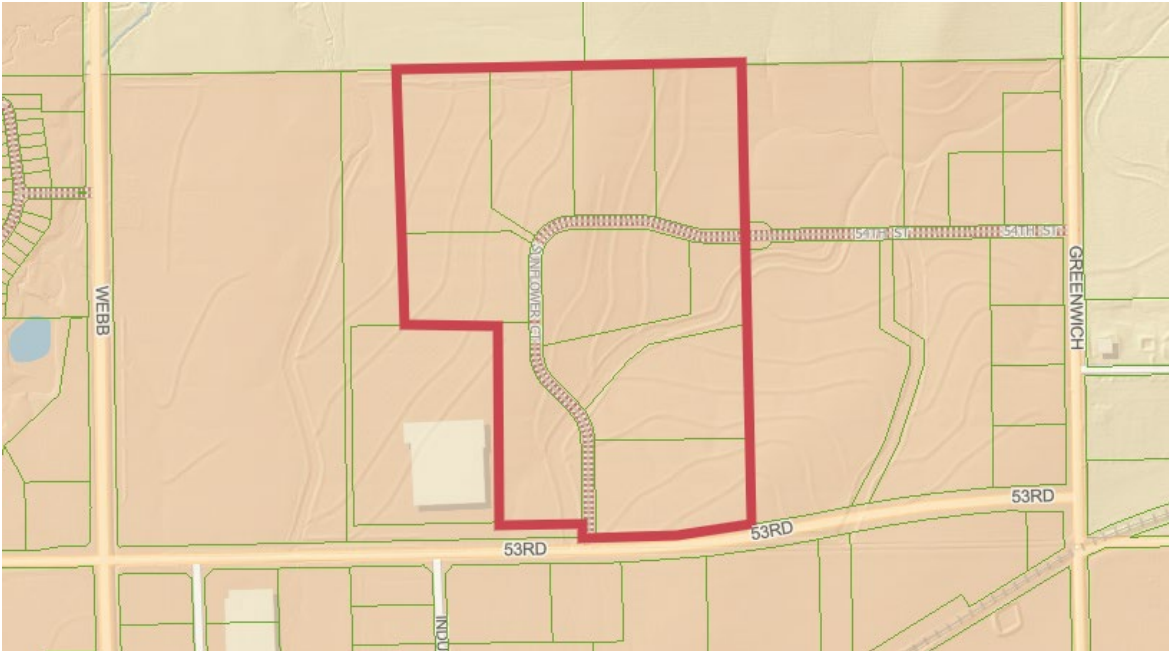
Engineering Agreement for Bel Aire Lakes (Item C)

The Developer is ready to initiate the engineering design on Phase 1 of the Bel Aire Lakes development and has asked Certified Engineering Design (CED) to prepare an agreement for Engineering Design services. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that Council accept the Agreements for Professional Services from CED in the amount of \$284,975.



Infrastructure Bids for Sunflower Commerce Park 3rd (Item D)

The Developer is ready to move forward with Phase 1 of infrastructure installation. SEH completed the design and solicited bids for water, sewer, storm water and paving. Four contractors responded with Dondlinger being the low bid. The contractor is happy with Dondlinger and the base bid of \$1,057,755.85 that includes concrete for the street. Staff recommend accepting the low bid from Dondlinger. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots.



2024 Agreement For Senior Center with Sedgwick County (Item E)

The City has been awarded \$18,000.00 from Sedgwick County to fund the Bel Aire Senior Center for 2024. This is the same amount of funding the Senior Center received the last two years. The County grant helps cover part of the expenses for senior programming in Bel Aire. Staff recommends approval of the agreement.

Proposals for ERP System (Item F)

City Staff is experiencing operational issues created by our current 20+ year-old Enterprise Resource Planning (ERP) system. The existing system, which supports finance, court, licensing and permitting, recreation, utility billing, and human resources, has reached a point of obsolescence and is inhibiting our ability to meet the evolving needs of our community.

To address this challenge, staff have engaged the expertise of Mr. Brian Mackey, a Bel Aire citizen, and an expert in deploying enterprise IT solutions. Mr. Mackey

has reviewed our current processes and has played a key role in assisting our staff with the selection of a recommended ERP system that aligns with the specific needs of the City of Bel Aire.

The proposed ERP system will not only replace our outdated technology but also integrate and streamline various standalone systems across different departments. This consolidation includes modules for finance, court, licensing and permitting, recreation, utility billing, and human resources, providing a unified and efficient platform for the operations of our city.

Mr. Mackey presented his findings at the December 12th, 2023, workshop and Ted discussed how the new system would significantly streamline our current processes. Of note is the emphasis on improving online customer service, a crucial aspect of modern governance that aligns with our commitment to providing accessible and efficient services to our community.

Staff developed a Request for Proposal (RFP) for a new Enterprise Resource Planning (ERP) System in September of 2023. Following this, we received a total of four bids, yet only two of them aligned with the RFP requirements, prompting the advancement to the next stage, which involved comprehensive demonstrations of their respective systems.

Our Bel Aire team, with Mr. Mackey, dedicated their time to review and score each proposal put forth by the two finalists. Caselle Software and Tyler Technologies both specialize in delivering ERP solutions tailored specifically for local government entities. Ted and Brian are here to answer any questions.

Executive Session (Item XII)

Staff is requesting two separate executive sessions.