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# City of Grand Island



**Tuesday, July 9, 2013**  
**Council Session Packet**

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**City Council:**

**Linna Dee Donaldson**  
**Scott Dugan**  
**John Gericke**  
**Peg Gilbert**  
**Chuck Haase**  
**Julie Hehnke**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Bob Niemann**  
**Mike Paulick**

**Mayor:**

**Jay Vavricek**

**City Administrator:**

**Mary Lou Brown**

**City Clerk:**

**RaNae Edwards**

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**7:00 PM**  
**Council Chambers - City Hall**  
**100 East 1st Street**

### **Call to Order**

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

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**Invocation - Pastor Mark Oberbeck, Northridge Assembly of God, 3025 Independence Avenue**

**Pledge of Allegiance**

**Roll Call**

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### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.



# **City of Grand Island**

**Tuesday, July 9, 2013**

**Council Session**

## **Item G-1**

### **Approving Minutes of June 21, 2013 City Council Special Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

June 21, 2013

Pursuant to due call and notice thereof, a Special Council meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on June 21, 2013. Notice of the meeting was given in the *Grand Island Independent* on June 19, 2013.

Mayor Jay Vavricek called the meeting to order at 6:00 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Peg Gilbert, Mitch Nickerson, Julie Hehnke, Linna Dee Donaldson, and Bob Niemann. Councilmembers Chuck Haase, John Gericke, and Scott Dugan were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, Finance Director Jaye Monter, and Public Works Director John Collins.

The PLEDGE OF ALLEGIANCE was said.

RESOLUTION:

#2013-186 – Consideration of Providing Responses to Veterans Home Site Selection Committee Questions and Concerns. Mayor Vavricek reported that on June 14, 2013 the State's Site Selection Committee came to Grand Island. Cindy Johnson, Chair of the Home for Our Hero's Committee commented on the site visit.

Councilmember John Gericke was present at 6:10 p.m.

The following areas that were discussed during the site visit and required clarification to the State:

1. Drainage ditch adjacent to the Veterans Cemetery
2. Potential extension of municipal road on the proposed site
3. Removal of over 45 acres at the proposed site from the flood plain
4. Impact of widening of Veterans Memorial Avenue, hike/bike trail extension along the Avenue and additional signal
5. Possible usage of a geothermal heating system
6. Abandonment of the potable irrigation well at the proposed site
7. Water contamination and potential movement of contaminants

Public Works Director John Collins commented on the drainage and roads. Ms. Johnson commented on the hike/bike trail with relation to the Capital Avenue widening project. The Site Selection Committee looked favorably on the hike/bike trail. Utilities Director Tim Luchsinger stated our water system was one of the best in the state. Contamination would not be a problem.

- 1) The drainage swale adjacent to the Veterans Cemetery acts as an overflow to the storm water detention cell south of Veteran's Memorial Avenue, and usually only contains storm water runoff during large rain events. A majority of the land around the proposed Veteran's Home site



had been removed from the flood plain and storm water runoff was not anticipated to impact development of the site.

There were several options that could be evaluated by the City and DAS to relocate the drainage around the cemetery, including grading of a new ditch, installing storm sewer, or a combination of both. Any of these alternates could be designed so that there were no negative impacts to the proposed Veteran's Home site. The City clarified the funding source for this project was a portion of the \$4 million committed by the Grand Island community.

2) Future street improvements would be subject to State approval and the City would work with the State in the event the State plans any changes on the proposed site.

3) Regarding the grade elevation of the site, as the Federal Emergency Management Agency documented in its May 28, 2013 Letter of Map Amendment Determination Document (Removal), in excess of 45 acres is above the floodplain elevation and, as at any building site, one to two feet of fill for pad site and general grading for drainage purposes would be necessary. A natural borrow area would be established onsite to supply borrow material for the project.

4) Regarding the widening project of Veterans Memorial Avenue to five lanes, the hike and bike trail project along the north side of Veterans Memorial Avenue from Webb Road to Broadwell Avenue and the pedestrian-activated signal crossing 1,000 feet east of Webb Road, these improvements were designed to improve vehicular and pedestrian/member safety. In particular, the hike and bike trail project provided for member access to retail locations to the west as well as to the south, and leisure activities at Eagle Scout Lake, Veterans Athletic Fields and United Veterans Club.

5) Regarding the potential for use of a geothermal heating system, such systems had been successfully used in Grand Island. Fluids in a closed loop system do not interact directly with each other or the soil or groundwater and therefore, drawing contamination toward the site or drawing contaminants into the building was highly unlikely. The City would work with the State to answer any questions if the design for the Veterans Home incorporated a geothermal heating system; no city permits were required for State building projects on state-owned property.

6) Regarding the potable irrigation well, City water was available and would be used at the site so the abandonment of the irrigation well may occur and would have no impact.

7) Regarding concern over the possible presence of contamination in the groundwater that may exist within a portion of the site, the availability of City water would mitigate this.

The following e-mail response was sent by Councilmember Haase to Mayor Vavricek was made a part of these proceedings:

Mayor Vavricek,

I am out of town and unable to attend the special meeting on Friday, June 21st, however I do fully support the response to the questions of the State Site Selection Committee members had and the City of Grand Island's detailed response.

Please include my support of the Resolution considered.

Council Haase  
Ward 5 Representative

Motion by Nickerson, second by Donaldson to approve Resolution #2013-186. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 6:30 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, July 9, 2013**

**Council Session**

## **Item G-2**

**Approving Minutes of June 25, 2013 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
June 25, 2013

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on June 25, 2013. Notice of the meeting was given in *The Grand Island Independent* on June 19, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Bob Niemann, Chuck Haase, Mitch Nickerson, Peg Gilbert, John Gericke, Scott Dugan, Mike Paulick, and Vaughn Minton. Councilmembers Linna Dee Donaldson and Julie Hehnke were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, Finance Director Jaye Monter, and Public Works Director John Collins.

INVOCATION was given by Pastor Bill Rowland, Beacon of Hope Church, 2525 West State Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Hannah Price and Board member Erin Blauhourn.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "New Americans Month" July 2013. Mayor Vavricek proclaimed the month of July 2013 as "New Americans Month". Yolanda Nuncio, 4362 Manchester Road, Felipe Cruz, 620 South Plum Street, and Ester Sheppherd, 4120 Horseshoe Place were present to receive the proclamation.

Proclamation "Chautauqua Days" June 19-30, 2013. Mayor Vavricek proclaimed June 26-30, 2013 as "Chautauqua Days". Kristi Hayek with Humanities Nebraska and Denzel Rasmussen were present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Request from Claudia Vidana dba Mermaids, 123 E. South Front Street for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Claudia Vidana dba Mermaids, 123 E. South Front Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 21, 2013; notice to the general public of date, time, and place of hearing published on June 15, 2013; notice to the applicant of date, time, and place of hearing mailed on May 21, 2013; along with Chapter 4 of the City Code. Staff recommended denial based on the Police Department Report of false application, connection to the Edge Bar & Grill and Maria Davidson. Claudia Vidana, 104 Front Street, Alda, NE spoke in support. No further public testimony was heard.

Public Hearing on Request from KERJAC, Inc. dba Stix Billiard Center, 811 West 4<sup>th</sup> Street for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class

“C” Liquor License had been received from KERJAC, Inc. dba Stix Billiard Center, 811 West 4<sup>th</sup> Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 30, 2013; notice to the general public of date, time, and place of hearing published on June 15, 2013; notice to the applicant of date, time, and place of hearing mailed on May 30, 2013; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Kerry Cole, 819 N. Howard Avenue was present to answer questions. No public testimony was heard.

Public Hearing on Request from Roebuck Investments, LLC dba Flippin’ Chicken, 3404 West 13<sup>th</sup> Street, Unit C60 for a Class “T” Liquor License. City Clerk RaNae Edwards reported that an application for a Class “T” Liquor License had been received from Roebuck Investments, LLC dba Flippin’ Chicken, 3404 West 13<sup>th</sup> Street, Unit C60. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on June 4, 2013; notice to the general public of date, time, and place of hearing published on June 15, 2013; notice to the applicant of date, time, and place of hearing mailed on June 4, 2013; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from Los Dos Hrmns Mexican Rest, LLC dba Los Dos Hermanos Mexican Restaurant, 2004 N. Broadwell Avenue for a Change of Location for Class “I-98965” Liquor License to San Miguel A Bar & Grill, 413 West 4<sup>th</sup> Street. City Clerk RaNae Edwards reported that an application for a change of address for Class “I-98965” Liquor License had been received from Los Dos Hrmns Mexican Rest, LLC dba Los Dos Hermanos Mexican Restaurant, 2004 N. Broadwell Avenue for a Change of Location to San Miguel A Bar & Grill, 413 West 4<sup>th</sup> Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on June 11, 2013; notice to the general public of date, time, and place of hearing published on June 15, 2013; notice to the applicant of date, time, and place of hearing mailed on June 11, 2013; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Maria Rico, 617 West 13<sup>th</sup> Street spoke in support. No further public testimony was heard.

Public Hearing on Request from Susan (Schaaf) Penny and Gene Penny for a Conditional Use Permit for Construction of a New Home While Occupying Current Home Located at 5586 So. Engleman Road. Building Department Director Craig Lewis reported that an application for a Conditional Use Permit was received from Susan (Schaaf) Penny and Gene Penny for property located at 5586 So. Engleman Road. The owners intend to construct a new single family dwelling and would like to live in the existing dwelling. Upon completion of the new dwelling they would demolish the existing one. Staff recommended approval with the condition that the existing dwelling was demolished either within six months after completion of the new dwelling or within two years from the approval date, whichever time frame was more restrictive. Susan Penny, 5586 So. Engleman Road spoke in support. No further public testimony was heard.

Public Hearing on Redevelopment Plan for an Area Known as Redevelopment Area 11 Located South of Capital Avenue between Broadwell Avenue and Wheeler Avenue. Regional Planning Director Chad Nabity reported that Pridon LLC, developer had submitted a proposed site specific redevelopment plan that would provide for site preparation and extension of utilities and subsequent construction of up to 78 apartments for homeless or near homeless veterans in conjunction with the Veteran’s Medical Center on Capital Avenue and north Broadwell. Council

was asked to approve a resolution of the cost benefit analysis as presented along with the amended redevelopment plan for CRA Area #11 and authorizing the CRA to execute a contract for TIF based on the plan amendment. Total tax increment financing allowed for this project would not exceed \$658,866 during the 15 year period. Staff recommended approval. No public testimony was heard.

Public Hearing on Redevelopment Plan for an Area Known as Redevelopment Area No. 12 Located South of Old Potash Hwy., East of Engleman Road and West of North Road. Regional Planning Director Chad Nabity reported that Guarantee Group LLC, developer had submitted an proposed site specific redevelopment plan that would provide for site acquisition, clearance and extension of utilities and subsequent construction of up to 620 single family home within the defunct Copper Creek subdivision west of North Road and south of Old Potash Highway. Council was asked to approve a resolution of the cost benefit analysis as presented along with the redevelopment plan for CRA Area #12 and authorizing the CRA to execute a contract for TIF based on the plan amendment. Total tax increment financing allowed for this project would not exceed \$9,495,000. Staff recommended approval. Ray O'Connor, 611 Fleetwood Road spoke in support. No further public testimony was heard.

Public Hearing for Phase I Comprehensive Revitalization Community Block Grant Application. Community Development Administrator Marco Floreani reported that the City of Grand Island was requesting a 2013 Comprehensive Revitalization Grant for \$220,000 plus \$5,000 in General Administration to fund street, sewer, and housing improvements in the selected low-to moderate income neighborhoods. The street and sidewalk improvements would be at the 4<sup>th</sup> Street intersections of Sycamore, Locust, and Walnut. Storm sewer improvements would be at the intersection of 4<sup>th</sup> and Locust. An Owner-Occupied Housing Rehabilitation program would be funded and available to LMI individuals and families in the project areas from this grant. Staff recommended approval. No public testimony was heard.

Public Hearing on 2013 Justice Assistance Grant (JAG) Application and Funding. Police Chief Steve Lamken reported that Grand Island Police Department and Hall County Sheriff's Department were eligible to receive Justice Assistance Grant money from the U.S. Department of Justice under the JAG offering in 2013 for a total amount of \$27,794.00. The grant would be shared: \$6,948.50 to Hall County and \$20,845.50 to the City of Grand Island. The Police Department would use the funds to support the mobile video and computing systems in the patrol fleet. Staff recommended approval. No public testimony was heard.

#### ORDINANCES:

Councilmember Gilbert moved "that the statutory rules requiring ordinances to be read by title on three different days are suspended and that ordinance numbered:

#9433 – Consideration of Amendments to Chapter 31 of the Grand Island City Code Relative to Enforcement Authority to Signs

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of this ordinance on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage."

Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek reported this ordinance would clear up inconsistent wording in Section §31-7, §31-18, and §31-33 in the Grand Island City Code to expand the referenced duties from just the Chief Building Official/Building Department Director to also include direction to the City Administrator by the Mayor with prior Council approval.

Lewis Kent, 624 Meves Avenue spoke in support.

Comments were made regarding this item being added to the agenda on Monday afternoon and the importance of having more time to study changes to the City Code. Building Department Director Craig Lewis stated the Chief Building Official and Director were synonymous. Currently the Building Department abated property through the courts.

City Attorney Bob Sivick stated City Code did allow the Building Department to abate and the proposed ordinance would not take that away but would add the City Administrator with direction from the Mayor with council approval. City Administrator Mary Lou Brown stated that if Council did not pass Resolution #2013-213 than this Ordinance would be needed in order to get the signs/fence taken down at 311 East 3<sup>rd</sup> Street and 319 East 5<sup>th</sup> Street. Mr. Sivick stated the reason this was coming forward was because the Building Department Director would not abate this property without a court order.

Mr. Lewis stated he wanted the signs removed and it was his duty to cause them to be removed. He did not believe in taking the signs down without due process in the judicial system. Mr. Sivick stated he had limited resources but felt it was not necessary because this was in City Code.

Motion by Niemann, second by Minton to approve Ordinance #9433.

City Clerk: Ordinance #9433 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember Niemann voted aye. Councilmembers Minton, Paulick, Dugan, Gericke, Gilbert, Nickerson, and Haase voted no. Motion failed.

#### RESOLUTION:

#2013-213 – Consideration of Defining Specific Actions to be Taken Regarding a Public Nuisance Located at 311 East 3<sup>rd</sup> Street and 319 East 5<sup>th</sup> Street. Mayor Vavricek reported that at the June 11, 2013 Council meeting, Council passed Resolution #2013-185 supporting the administration's efforts to abate a public nuisance at 311 East 3<sup>rd</sup> Street and 319 East 5<sup>th</sup> Street. This resolution sets forth the specific action to abate this nuisance by obtaining a Court order supporting the removal of the signs/fence.

Mr. Sivick stated this Resolution would require him to file a court case. Comments were made by Council regarding the wording in the Resolution and the definition of "abate". Ms. Brown commented on the process, length of time and cost. Mr. Lewis stated that in the past it would take 30-60 days to get a court order.

Motion by Nickerson, second by Haase to approve Resolution #2013-213. Upon roll call vote, Councilmembers Dugan, Gilbert, Nickerson, Haase, and Niemann voted aye. Councilmembers Minton, Paulick, and Gericke voted no. Mayor Vavricek cast the sixth and deciding vote in favor. Motion adopted.

CONSENT AGENDA: Consent Agenda items G-6, G-10, and G-14 were removed for further discussion. Motion by Gilbert, second by Niemann to approve the Consent Agenda excluding items G-6, G-10, and G-14. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 11, 2013 City Council Regular Meeting.

Approving Minutes of June 18, 2013 City Council Study Session.

Receipt of Official Document – Tort Claim Filed by Kenneth Coyle and Greg Meadows.

#2013-187 – Approving Final Plat and Subdivision Agreement for Sterling Estates Third Subdivision. It was noted that Niedfelt Property Management Preferred LLC, owner had submitted the Final Plat and Subdivision Agreement for Sterling Estates Third Subdivision for the purpose of creating 8 lots on property located north of State Street and east of North Road containing 1.40 acres.

#2013-188 – Approving Final Plat and Subdivision Agreement for Sterling Estates Fourth Subdivision. It was noted that Niedfelt Property Management Preferred LLC, owner had submitted the Final Plat and Subdivision Agreement for Sterling Estates Fourth Subdivision for the purpose of creating 24 lots on property located north of State Street and east of North Road containing 5.01 acres.

#2013-189 – Approving Authorizing the CRA to Enter into an Amended Contract for Tax Increment Financing with Todd and Kelly Enck for Previously Approved Project Located on the Corner of Blake and Darr Streets. Regional Planning Director Chad Nabity reported that this resolution would authorize the CRA to enter into an amended contract to extend the contract for Tax Increment Financing (TIF) for property located on the corner of Blake and Darr Streets.

Discussion was held regarding moving this contract from 10 to 15 years and the community need for multi-family housing. Todd Enck explained the reason this was coming back to Council was due to refinancing. Mr. Nabity stated this was the only 10 year TIF contract they had as all others were 15 years.

Motion by Nickerson, second by Minton to approve Resolution #2013-189. Upon roll call vote, all voted aye. Motion adopted.

#2013-190 – Approving the Union Pacific Railroad Coal Transportation Contract for Platte Generating Station for 2014-2016.

#2013-191 – Approving Architectural Services for Phelps Control Center with Webb & Company Architects of Grand Island, NE in an Amount not to exceed \$16,000.00.



#2013-192 – Approving the Sale of No. 6 Fuel Oil at Burdick Station to Indigo Energy of Alpharetta, GA in an Amount of \$0.65 per gallon.

#2013-193 – Approving Purchasing/Buying Group for all City Departments with Houston-Galveston Area Council (H-GAC). Fire Chief Cory Schmidt reported this was the authorization to purchase equipment at a national level. Discussion was held regarding the opportunity for Nebraska vendors to be a part of this out-of-state group. Mr. Schmidt stated they were concerned with keeping purchases local but fire trucks could not be bought locally. Assistant City Attorney Stacy Nonhoff stated this would be for large specialty equipment. The City would save money on the specs and bidding process.

Motion by Haase, second by Dugan to approve Resolution #2013-193. Upon roll call vote, all voted aye. Motion adopted.

#2013-194 – Approving Bid Award for Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4 with Gehring Construction and Ready Mix Co., Inc. of Columbus, NE in an Amount of \$362,958.51.

#2013-195 – Approving Revision to the 2013 One Year Street Improvement Plan.

#2013-196 – Approving Interlocal Cooperative Agreement with Hall County for Use of County Roads for Detour for Improvements to Stuhr Road North of Bismark Road.

#2013-197 – Approving Donation of Surplus Brick Pavers to Stuhr Museum. Public Works Director John Collins reported that there were approximately 20,000 brick pavers that had not been used in the past 20 years. Stuhr Museum had shown an interest in them. Discussion was held regarding surplus property, legality of getting rid of them and their value. Mr. Sivick stated the pavers were public property and owned by the City. It would be legal for the City Council to dispose of the property as surplus.

Motion by Haase, second by Dugan to approve Resolution #2013-197. Upon roll call vote, all voted aye. Motion adopted.

#2013-198 – Approving Agreement with Kirkham Michael & Associates for Construction Engineering Services for US Highway 30 Drainage Improvement Project.

#2013-199 – Approving Agreement with Schemmer Associates, Inc. for Construction Engineering Services for the Walk to Walnut Project.

#2013-200 – Approving Certificate of Final Completion for the Aeration Basin Improvements at the Wastewater Treatment Plant; Project No. WWTP-2010-3 with Oakview dck, LLC., of Red Oak, IA.

#2013-201 – Approving Phase I Comprehensive Revitalization Community Block Grant Application.

#2013-202 – Approving Change Order #3 for Lincoln Park Swimming Pool with Hausmann Construction Inc. of Lincoln, NE for a Decrease of \$750.00 and a Revised Contract Amount of \$1,667,852.00.

#2013-203 – Approving Claim with GI Loan Shop for Ammunition at the Heartland Shooting Park Event in the Amount of \$22,890.00.

#2013-204 – Approving 2013 Justice Assistance Grant (JAG) Application and Funding.

REQUESTS AND REFERRALS:

Consideration of Request from Susan (Schaaf) Penny and Gene Penny for a Conditional Use Permit for Construction of a New Home While Occupying Current Home Located at 5586 So. Engleman Road. This item related to the aforementioned Public Hearing.

Motion by Haase, second by Paulick to approve the request from Susan (Schaaf) Penny and Gene Penny for a Conditional Use Permit for construction of a new home while occupying current home located at 5586 So. Engleman Road with the condition that that the existing dwelling be demolished either within six months after completion of the new dwelling or within two years from the approval date, which ever time frame is more restrictive. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Approving Referral of Fonner Park Business Improvement District 2013 to the Regional Planning Commission. Community Development Administrator Marco Floreani reported that the next step in the formation of Fonner Park BID was to refer to the Regional Planning Commission for review and recommendation according to law.

Motion by Dugan, second by Gericke to refer the Fonner Park Business Improvement District 2013 to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Approving Referral of South Locust Street Business Improvement District 2013 to the Regional Planning Commission. Community Development Administrator Marco Floreani reported that the next step in the formation of South Locust Street BID was to refer to the Regional Planning Commission for review and recommendation according to law.

Motion by Dugan, second by Gericke to refer the South Locust Street Business Improvement District 2013 to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Approving Referral of Second Street Business Improvement District 2013 to the Regional Planning Commission. Community Development Administrator Marco Floreani reported that the next step in the formation of Second Street BID was to refer to the Regional Planning Commission for review and recommendation according to law.

Motion by Dugan, second by Gericke to refer the Second Street Business Improvement District 2013 to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2013-205 – Consideration of Request from Claudia Vidana dba Mermaids, 123 E. South Front Street for a Class “C” Liquor License. This item related to the aforementioned Public Hearing. Discussion was held with regards to Claudia Vidana’s connection with The Edge Bar & Grill. Ms. Vidana stated she had no connection with The Edge Bar & Grill and did not agree with what was going on there. She wanted to open a night club/restaurant with a variety of music so people wouldn’t have to travel to other cities.

Motion by Gericke, second by Niemann to deny Resolution #2013-205 based upon the Police Department Report of a false application, connection to the Edge Bar & Grill and Maria Davidson. Upon roll call vote, Councilmembers Gericke and Niemann voted aye. Councilmembers Minton, Paulick, Dugan, Gilbert, Nickerson, and Haase voted no. Motion failed.

Motion by Nickerson, second by Gilbert to forward Resolution #2013-205 to the Liquor Control Commission with no recommendation. Upon roll call vote, all voted aye. Motion adopted.

#2013-206 – Consideration of Request from KERJAC, Inc. dba Stix Billiard Center, 811 West 4<sup>th</sup> Street for a Class “C” Liquor License and Liquor Manager Request for Laura Cole, 819 N. Howard Avenue. This item related to the aforementioned Public Hearing.

Motion by Paulick, second by Minton to approve Resolution #2013-206. Upon roll call vote, all voted aye. Motion adopted.

#2013-207 – Consideration of Request from Roebuck Investments, LLC dba Flippin’ Chicken, 3404 West 13<sup>th</sup> Street, Unit C60 for a Class “I” Liquor License and Liquor Manager Request for Larry Roebuck, 1003 NE Hwy 2, Phillips, NE. This item related to the aforementioned Public Hearing.

Motion by Nickerson, second by Minton to approve Resolution #2013-207. Upon roll call vote, all voted aye. Motion adopted.

#2013-208 – Consideration of Request from Los Dos Hrmns Mexican Rest, LLC dba Los Dos Mermanos Mexican Restaurant, 2004 N. Broadwell Avenue for a Change of Location and Name Change for Class “I-98965” Liquor License to San Miguel A Bar & Grill, 413 West 4<sup>th</sup> Street. This item related to the aforementioned Public Hearing.

Motion by Gericke, second by Nickerson to approve Resolution #2013-208. Upon roll call vote, all voted aye. Motion adopted.

#2013-209 – Consideration of Approving Redevelopment Plan for an Area Known as Redevelopment Area No. 11 Located South of Capital Avenue, between Broadwell Avenue and Wheeler Avenue. This item related to the aforementioned Public Hearing.

Motion by Minton, second by Niemann to approve Resolution #2013-207. Upon roll call vote, all voted aye. Motion adopted.

#2013-210 – Consideration of Approving Redevelopment Plan for an Area Known as Redevelopment Area No. 12 Located South of Old Potash Hwy., East of Engleman Road and West of North Road. This item related to the aforementioned Public Hearing. Discussion was held regarding what bench mark of affordable housing would be used. Mr. Nabity stated they had 20 floor plans. As this proceeds into the future the price would not be the same as today due to inflation. The same house would be built today and in the future. Mr. O'Connor stated that each year this would have to be approved.

Motion by Haase, second by Gilbert to approve Resolution #2013-210. Upon roll call vote, all voted aye. Motion adopted.

#2013-211 – Consideration of Approving Interlocal Agreement with Hall County for Ambulance Service. Fire Chief Cory Schmidt reported that the City of Grand Island Fire Department had provided ambulance service for Hall County outside the city limits in the past and the current Interlocal would expire June 30, 2013. A committee of Councilmembers and County Board Supervisors negotiated a proposed agreement of \$180,000 per year for a two year period commencing July 1, 2013 and ending June 30, 2015. Comments were made by those Councilmembers serving on this committee in support of this Resolution.

Motion by Nickerson, second by Dugan to approve Resolution #2013-211. Upon roll call vote, all voted aye. Motion adopted.

#2013-212 – Consideration of Approving Advertising Contract with the Grand Island Independent. This item was pulled from the agenda at the request of the Human Resources Director.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of June 12, 2013 through June 25, 2013, for a total amount of \$5,875,352.60. Unanimously approved.

Councilmember Paulick voted no on a \$429,000 payment from the WWTP fund to the General fund. A lengthy discussion was held regarding the inter-fund transactions.

ADJOURNMENT: The meeting was adjourned at 9:58 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-3

**#2013-214 - Approving Bid Award for Stagecoach Detention Cell Improvement Project No. 2013-D-1**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** July 9, 2013

**Subject:** Approving Bid Award for Stagecoach Detention Cell Improvement Project No. 2013-D-1

**Item #'s:** G-3

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

The Stagecoach Detention Cell Improvement Project will allow for the installation of a concrete liner through the bottom of the cell. This liner will make for easier maintenance & improve water flow throughout the cell.

On June 13, 2013 the Engineering Division of the Public Works Department advertised for bids for the Stagecoach Detention Cell Improvement Project No. 2013-D-1. There were twelve (12) potential bidders for the project.

## **Discussion**

One (1) bid was received and opened on June 27, 2013. The bid was submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

<b>Bidder</b>	<b>Exceptions</b>	<b>Total Bid</b>
Hooker Brothers Construction Co. of Grand Island, Nebraska	None	\$112,544.70

The bid of Hooker Brothers Construction Co. is within 25% of the engineer's estimate and is considered to be fair and reasonable. The cell was dry when the estimate was completed, and expected to remain so. The recent rains have created wet conditions which make construction more difficult, and therefore more costly.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve awarding a contract to The Hooker Brothers Construction Co. of Grand Island, Nebraska in the amount of \$112,544.70 as the low compliant bid that meets specifications.

## **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** June 27, 2013 at 2:30 p.m.  
**FOR:** Stagecoach Detention Cell Improvement Project No. 2013-D-1  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$90,000.00  
**FUND/ACCOUNT:** 40033530-90152  
**PUBLICATION DATE:** June 13, 2013  
**NO. POTENTIAL BIDDERS:** 12

**SUMMARY**

**Bidder:** Hooker Brothers Construction Co.  
Grand Island, NE  
**Bid Security:** Western Surety Company  
**Exceptions:** None  
**Bid Price:** \$112,544.70

cc: John Collins, Public Works Director  
Mary Lou Brown, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Jaye Monter, Finance Director  
Terry Brown, PW Engineer

**P1658**



RESOLUTION 2012-214

WHEREAS, the City of Grand Island invited sealed bids for the Stagecoach Detention Cell Improvement Project No. 2013-D-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on June 27, 2013, bids were received, opened, and reviewed; and

WHEREAS, Hooker Brothers Construction Co. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$112,544.70, and

WHEREAS, Hooker Brothers Construction Co.'s bid is within 25% of the engineers estimate and is considered fair and reasonable for the project; and

WHEREAS, funds are available in the Fiscal Year 2012/2013 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hooker Brothers Construction Co. of Grand Island, Nebraska in the amount of \$112,544.70 for the Stagecoach Detention Cell Improvement Project No. 2013-D-1 is hereby approved as the lowest responsible bid.

BE IT FUTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-4

**#2013-215 - Approving Bid Award for Grand Generation Center  
Paving Project No. 2013-P-5**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** July 9, 2013

**Subject:** Approving Bid Award for Grand Generation Center Paving Project No. 2013-P-5

**Item #'s:** G-4

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

The Grand Generation Center Paving project will make necessary repairs to the parking lot and entrance way leading to the Center, which will provide a safer area for citizens.

On June 12, 2013 the Engineering Division of the Public Works Department advertised for bids for the Grand Generation Center Paving Project No. 2013-P-5. There were seven (7) potential bidders for the project.

## **Discussion**

One (1) bid was received and opened on June 27, 2013. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

<b>Bidder</b>	<b>Exceptions</b>	<b>Total Bid</b>
The Diamond Engineering Co., of Grand Island, NE	Noted	\$39,977.58

The Diamond Engineering Company did take exception to the September 10, 2013 substantial completion date, stating "Our bid is based on a May 1, 2014 completion date". The increased scheduling flexibility may have contributed to this lower than expected bid.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve awarding a contract to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$39,977.58 as the low compliant bid that meets specifications.

### **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** June 27, 2013 at 2:00 p.m.  
**FOR:** Grand Generation Center Paving Project No. 2013-P-5  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$60,400.00  
**FUND/ACCOUNT:** 40033530-90051  
**PUBLICATION DATE:** June 12, 2013  
**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

**Bidder:** The Diamond Engineering Co.  
Grand Island, NE  
**Bid Security:** Universal Surety Co.  
**Exceptions:** Noted  
**Bid Price:** \$39,977.58

cc: John Collins, Public Works Director  
Mary Lou Brown, City Administrator  
Stacy Nonhof, Purchasing Agent  
Terry Brown, Public Works Engineer

Catrina DeLosh, PW Admin. Assist.  
Jaye Monter, Finance Director  
Craig Lewis, Building Dept. Director

**P1656**

RESOLUTION 2013-215

WHEREAS, the City of Grand Island invited sealed bids for the Grand Generation Center Paving Project No. 2013-P-5, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on June 27, 2013 were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$39,977.58, and

WHEREAS, The Diamond Engineering Company's bid is considered fair and reasonable for the project; and

WHEREAS, funds are available in the Fiscal Year 2012/2013 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$39,977.58 for the Grand Generation Center Paving Project No. 2013-P-5 is hereby approved as the lowest responsible bid.

BE IT FUTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-5

**#2013-216 - Approving Bid Award for Fire Station No. 4 (3690 West State Street) & No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** July 9, 2013

**Subject:** Approving Bid Award for Fire Station No. 4 (3690 West State Street) & No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013

**Item #'s:** G-5

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

The Fire Station Concrete Pavement Replacement – 2013 project will alleviate some drainage issues at Station No. 4 (3690 West State Street), as well as improve the condition of the parking lot at Station No. 4 & No. 3 (2310 South Webb Road).

On June 13, 2013 the Engineering Division of the Public Works Department advertised for bids for the Fire Station No. 4 & No. 3 Concrete Pavement Replacement - 2013. There were thirteen (13) potential bidders for the project.

## **Discussion**

One (1) bid was received and opened on June 27, 2013. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

<b>Bidder</b>	<b>Exceptions</b>	<b>Total Bid</b>
The Diamond Engineering Co., of Grand Island, NE	Noted	Bid Section "A" = \$65,582.70 Bid Section "B" = \$34,221.30

The engineer's estimate of \$70,000.00 only took into account the Fire Station No. 4 project. Fire Station No. 3 had an engineer's estimate of \$38,000.00, for a total engineer's estimate on this project of \$108,000.00.

The Diamond Engineering Company did take exception to the September 3, 2013 substantial completion date, stating "Our bid is based on a June 1, 2014 completion date".



## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve awarding a contract to The Diamond Engineering Company of Grand Island, Nebraska in the total amount of \$99,804.00 as the low compliant bid that meets specifications.

## **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** June 27, 2013 at 2:15 p.m.  
**FOR:** Fire Station No. 4 & No. 3 Concrete Pavement Replacement 2013  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$70,000.00  
**FUND/ACCOUNT:** 10022101-85612  
**PUBLICATION DATE:** June 13, 2013  
**NO. POTENTIAL BIDDERS:** 13

**SUMMARY**

**Bidder:** The Diamond Engineering Co.  
Grand Island, NE  
**Bid Security:** Universal Surety Company  
**Exceptions:** Noted

**Bid Price:**  
**Fire Station No. 4:**  
**Section "A":** \$65,582.70  
**Alternate "A":** \$ 3,795.00

**Fire Station No. 3:**  
**Section "B":** \$34,221.30  
**Alternate "B":** \$ 850.50

cc: John Collins, Public Works Director  
Mary Lou Brown, City Administrator  
Stacy Nonhof, Purchasing Agent  
Scott Griepentstroh, PW Engineer

Catrina DeLosh, PW Admin. Assist.  
Jaye Monter, Finance Director  
Cory Schmidt, Fire Chief

**P1657**

RESOLUTION 2013-216

WHEREAS, the City of Grand Island invited sealed bids for Fire Station No. 4 (3690 West State Street) and Fire Station No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on June 27, 2013 were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$99,804.00, and

WHEREAS, The Diamond Engineering Company's bid is considered fair and reasonable for the project; and

WHEREAS, funds are available in the Fiscal Year 2012/2013 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$99,804.00 for Fire Station No. 4 (3690 West State Street) and Fire Station No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013 is hereby approved as the lowest responsible bid.

BE IT FUTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-6

**#2013-217 - Approving Resolution Directing Property Owner to Repair Sidewalk at 1141 Pleasant View Drive**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** July 9, 2013

**Subject:** Resolution Directing Property Owner to Repair Sidewalk at 1141 Pleasant View Drive

**Item #'s:** G-6

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

On September 6, 2012 a letter was sent to the property owner concerning necessary repairs to the sidewalk at 1141 Pleasant View Drive (Lot 3, Block 2, Pleasant View Twelfth Subdivision, Grand Island, Hall County, Nebraska). The letter stated these repairs needed to be made by October 5, 2012 to prevent accident or injury to citizens using the sidewalk. Section 32-58 of the City Code and Section 16-662 R.S. Nebraska Statutes, make the property owner responsible for repairing sidewalks adjacent to their property.

On September 24, 2012 the property owner indicated to the City that they would obtain estimates for these repairs. Public Works Administration was contacted by the property owner on October 2, 2012 and notified the repairs would be completed by December 5, 2012.

As of May 24, 2013 the necessary repairs were not made, therefore the attached letter was sent via certified mail to the property owner on May 28, 2013. The property owner claimed the letter on May 30, 2013.

## **Discussion**

The Public Works Department is requesting that a resolution be passed giving the property owner 15 days to obtain the sidewalk permit and 15 days from issuance of such permit to complete the repairs of the sidewalk at 1141 Pleasant View Drive (Lot 3, Block 2, Pleasant View Twelfth Subdivision, Grand Island, Hall County, Nebraska), as this is a public safety concern.

If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs 15 days after such permit is issued, the City of Grand Island will take steps to make the necessary repairs with all costs being the responsibility of the property owner.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve a resolution directing the property owner to obtain a permit and repair the sidewalk located at 1141 Pleasant View Drive (Lot 3, Block 2, Pleasant View Twelfth Subdivision, City of Grand Island, Hall County, Nebraska).

### **Sample Motion**

Move to approve a resolution directing the property owner to obtain a sidewalk permit and repair the sidewalk.



May 28, 2013

*Working Together for a  
Better Tomorrow. Today.*

Julie Nickerson  
18906 E Briargate Ln Apt 2A  
Parker, CO 80134-3654

RE: Sidewalk at 1141 Pleasant View Drive, Grand Island, NE  
Lot 3, Block 2, Pleasant View Twelfth Subdivision

On September 6, 2012 a letter was sent to you concerning necessary repairs to the sidewalk at 1141 Pleasant View Drive in Grand Island, NE. The letter requested the repairs be completed by October 5, 2012.

On September 24, 2012 you indicated to the City that you would obtain estimates for these repairs. You then called our office on October 2, 2012 stating the repairs would be completed by December 5, 2012.

As of January 8, 2013 the necessary repairs had not been made, therefore the matter was scheduled to be presented to City Council on February 12, 2013. Due to the unfavorable weather to make such repairs the matter was delayed.

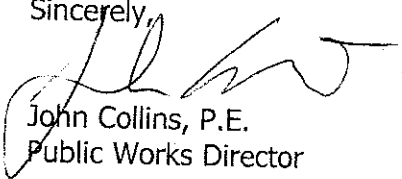
As of May 24, 2013 the sidewalk has not been repaired, therefore the matter will be presented to City Council on July 9, 2013 asking for a Resolution to direct you to obtain a sidewalk permit within 15 days. Should the resolution pass & you fail to obtain the sidewalk permit within 15 days or to complete the sidewalk repairs within 15 days of the permit issuance the City will cause the work to be done and assess the cost against the property.

You will need to obtain a sidewalk permit from our office prior to the start of the work.

If you have any questions please feel free to call our office at 308-385-5444, extension 260.

Thank you, in advance, for your prompt attention to this matter.

Sincerely,



John Collins, P.E.  
Public Works Director

JC/CD/cd

Enclosures

C: City Attorney

RESOLUTION 2013-217

WHEREAS, the City has the authority under Neb. Rev. Stat., §16-662 and Section 32-58 of the City Code, to direct the repair and replacement of sidewalks by owners of the abutting property; and

WHEREAS, the sidewalk abutting 1141 Pleasant View Drive, legally described as Lot 3, Block 2, Pleasant View Twelfth Subdivision, City of Grand Island, Hall County, Nebraska, has been determined to be in need of repair and replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to the property owner to obtain a sidewalk permit within 15 days and within 15 days of such permit issuance to make the necessary repairs to the sidewalk abutting the property located at 1141 Pleasant View Drive (Lot 3, Block 2, Pleasant View Twelfth Subdivision, City of Grand Island, Hall County, Nebraska). If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs within 15 days of such permit issuance, the City will cause the work to be done and assess the cost against the property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 8, 2013	▣ City Attorney





# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-7

**#2013-218 - Approving Summerfield 8th Subdivision Paving Agreement with Little B's Corporation**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** July 9, 2013

**Subject:** Approving Summerfield 8<sup>th</sup> Subdivision Paving Agreement with Little B's Corporation

**Item #'s:** G-7

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

The final Plat for Summerfield Estates 8<sup>th</sup> Subdivision was approved by City Council on March 26, 2013 by Resolution No. 2013-88.

## **Discussion**

In association with the street paving for Summerfield Estates 8<sup>th</sup> Subdivision there are two (2) City projects that can be completed; construction of a headwall for the drainage ditch and a connection to the State Street hike/bike trail.

The Developer has agreed to complete these two (2) projects jointly with the street paving, with reimbursement being made to the Developer by the City. Costs for construction are detailed as \$14,070.00 for the bike trail (100% of the construction cost) and \$15,480.00 for the headwall (90% of the construction cost). An itemized billing for such construction will be submitted to the City for payment to be made from.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the Summerfield Estates 8<sup>th</sup> Subdivision Paving Agreement.

### **Sample Motion**

Move to approve the agreement.

RESOLUTION 2013-218

WHEREAS, on March 26, 2013 by Resolution No. 2013-88 City Council approved the final plat for Summerfield Estates 8<sup>th</sup> Subdivision; and

WHEREAS, two (2) City projects, construction of a headwall for the drainage ditch and a connection to the State Street hike/bike trail, can be completed in association with the street paving for such subdivision; and

WHEREAS, the Developer has agreed to complete such City projects jointly with the street paving; and

WHEREAS, cost for construction are detailed as \$14,070.00 for the bike trail (100% of the construction cost) and \$15,480.00 for the headwall (90% of the construction cost); and

WHEREAS, an itemized billing for such construction will be submitted to the City for payment to be made from.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Summerfield Estates 8<sup>th</sup> Subdivision Paving Agreement is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-8

**#2013-219 - Approving Agreement with IMS Infrastructure Management Services for Pavement Management Services**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Scott Griepenstroh, Project Manager

**Meeting:** July 9, 2013

**Subject:** Approving Agreement with IMS Infrastructure Management Services for Pavement Management Services

**Item #'s:** G-8

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

All agreements must be approved by the City Council.

For over two decades, proper funding for our nation's transportation infrastructure has been the subject of frequent debate. In spite of strong consensus among politicians and the electorate that a sound national transportation network is vital to economic growth, safety and our way of life, revenues fail to keep pace with preservation and maintenance of an aging system, leaving few or no resources for new capacity and improvements. According to a 2009 report by the National Surface Transportation Infrastructure Financing Commission, annual revenues raised by all levels of government for capital investment total only about one-third of the roughly \$200 billion necessary each year to maintain and improve the nation's highways and transit systems.

On the local level, the challenges we face for sustaining our roadway network are similar to those encountered by state and local transportation officials throughout the nation. Aging pavements, increased traffic volumes, heavier traffic loads, higher construction costs, and scarcity of resources impair efforts to preserve and improve our City's roadway network. Additionally, both research and experience have proven that deferring needed maintenance today will ultimately result in much greater costs "down the road."

Our City's roadway network consists of over 300 centerline miles of streets, or approximately 900 lane miles (a lane mile is the equivalency of roadway converted into a one mile long 10-foot wide road, and is a basis for calculating our gas tax allocation). Our concrete streets comprise approximately 66% of all streets, and the average age of these concrete pavements is around 42 years. Our asphalt streets comprise approximately 32% of all streets, and the average age of the pavement structure, which includes the base

pavement, is around 62 years old. Brick streets are under 1% of the total, with an average age of approximately 93 years. The total cost to replace all these pavements (excluding additional costs like curb replacement, improving drainage, widening for capacity, etc.) would exceed \$250,000,000.

As a result of the Public Works Department's emphasis on asset management, the Engineering and Streets Divisions have been collaborating to develop a Pavement Management System to ultimately guide decisions for funding and programming maintenance and construction activities for our streets. This contract will also ensure that the requirements of the federally mandated Pavement Management System are met.

A Pavement Management System is a set of tools and methods that assists decision makers in finding optimum strategies for providing and maintaining pavements in an acceptable, serviceable condition over a given time period. This is accomplished by assigning performance curves to various pavements for predicting deterioration, identifying cost effective preventive maintenance strategies, and establishing prioritization protocols.

The primary goal of the Pavement Management System is to identify the optimal level of funding, timing and renewal strategy an agency should adopt to keep its pavement network at a satisfactory level of service. Decisions are typically biased towards preventive maintenance, rather than allowing streets to deteriorate until they need more extensive reconstruction. The Pavement Management System will assist us in making decisions to implement the right maintenance activities at the right times.

Currently, Public Works utilizes Cartegraph asset management software as a database to store the physical characteristics (length, width, etc.), demographic attributes (pavement type, traffic, functional classification) and construction history of all the City's streets. Until recently, Engineering Division staff annually conducted pavement assessments and recorded the data into Cartegraph to report an overall condition rating for meeting Government Accounting Standards Board 34 (GASB 34) requirements. The Cartegraph software includes the functionality for fully implementing a Pavement Management System.

## **Discussion**

To meet objectives for implementing a Pavement Management System and the GASB 34 requirements at the same time, Public Works solicited proposals from qualified firms experienced in providing pavement management services. The Request for Proposals included services to perform a network-wide pavement assessment (pavement condition analysis) and linking the Cartegraph network map to the City's GIS Map.

Four (4) proposals were received. On May 1, 2013, a committee comprised of Project Manager, Scott Griepenstroh; Street Superintendent, Shannon Callahan; and Senior Engineering Technician, Milt Loeb evaluated the proposals based on established criteria

and selected IMS Infrastructure Management Services. An agreement was negotiated for the work to be performed at actual costs with a maximum amount of \$137,150.00.

An assessment of the entire City's pavement network is tentatively scheduled to occur in September of 2013. Other services, including updating the Cartegraph database, development of performance curves, and training for City Staff, will occur later this year. Submittal of a final report and budget recommendation for best financial, preventive maintenance strategies to sustain the target overall condition of the pavement network is anticipated to occur in January of 2014.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the agreement with IMS Infrastructure Management Services for pavement management services, for the work to be performed at actual costs with a maximum amount of \$137,150.00.

### **Sample Motion**

Move to approve the agreement.





Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
2013 PAVEMENT MANAGEMENT SERVICES**

**RFP DUE DATE:** March 28, 2013 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** March 4, 2013

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY OF PROPOSALS RECEIVED**

**Data Transfer Solutions**  
Fort Collins, CO

**Applied Research Associates, Inc.**  
Camp Hill, PA

**Dynatest Consulting, Inc.**  
Starke, FL

**IMS Infrastructure Management Services**  
Tempe, AZ

cc: John Collins, Public Works Director  
Mary Lou Brown, City Administrator  
Stacy Nonhof, Purchasing Agent  
Terry Brown, PW Engineer

Catrina DeLosh, PW Admin. Assist.  
Jaye Monter, Interim Finance Director  
Scott Griepenstroh, PW Project Manager

**P1624**

RESOLUTION 2013-219

WHEREAS, on March 4, 2013 the Engineering Division of the Public Works Department for the City of Grand Island, advertised for Request for Proposals for Consulting Services Related to 2013 Pavement Management; and

WHEREAS, on March 28, 2013 Proposals for such services were opened and evaluated by Public Works Project Manager Scott Griepenstroh, Street Superintendent Shannon Callahan, and Engineering Technician Milton Loeb based on established criteria; and

WHEREAS, the proposal submitted by IMS Infrastructure Management Services, LLC of Tempe, Arizona received the highest ranking based on the established criteria; and

WHEREAS, such work will consist of assessment of all the City's pavements, updating the Cartegraph database, development of performance curves and training for City staff; and

WHEREAS, the agreement was negotiated for the work to be performed at actual costs with a maximum amount of \$137,150.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with IMS Infrastructure Management Services, LLC of Tempe, Arizona for actuals costs with a maximum amount of \$137,150.00 for the 2013 Pavement Management Services is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to enter into such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-9

**#2013-220 - Approving Change Order Nos. 2 & 3 for Lift Station  
No. 7 Improvements Project No. 2011-S-1A**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Marvin Strong PE, Wastewater Treatment Plant Engineer

**Meeting:** July 9, 2013

**Subject:** Approving Change Order Nos. 2 & 3 for Lift Station No.7 Improvements Project No. 2011-S-1A

**Item #'s:** G-9

**Presenter(s):** John Collins, Public Works Director

## **Background**

Public Works in conjunction with Community Development developed multi-year contracts in upgrades for the capacity and quality of sanitary sewer in an area of Grand Island defined as the Lift Station No. 7 Watershed. The projects are Community Development Block Grant (CDBG) Disaster Recovery Programs.

On July 26, 2012 an ad to bidders for Project WWTP-2011-S-1A, Lift Station No. 7 Improvements was published in the Grand Island Daily Independent.

On August 28, 2012, Resolution 2012-224, City Council awarded, Project WWTP-2011-S-1A, Lift Station No. 7 Improvements to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$479,558.95.

On March 12, 2013, Resolution 2013-66, City Council approved Change Order No. 1 encompassing work to remove asbestos found in the roofing material by B2 Environmental, Inc., in the amount of \$1,897.50 for a revised contract amount of \$481,456.45.

On April 23, 2013, Resolution 2013-121 City Council approved Work Change Directive No. 1 incorporating a required mechanical fitting to transition from the existing forced pumping main to new piping systems, in the amount of \$466.00.

## **Discussion**

### **Change Order No. 2-1**

The Incorporated work required a mechanical fitting to transition from the existing forced pumping main to new piping systems.

TOTAL COST FOR CO2-1 \$ 466.00

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### **Change Order No. 3-1**

This change involves the addition of a six (6) inch mechanical isolation valve into the piping system. The new valve will add flexibility in transiting sewage flow in separate forced pumping mains.

6" Rising Stem Gate Valve with Wrench Nut	\$ 649.26
6" Ford Dismantling Joint with Rods	\$ 330.86
6" Flange Accessory Kits	\$ 26.62
Install Groove on Pipe	\$ 50.00
6" Gruvlok Flange	\$ 43.75
Labor	\$ 200.00
TOTAL COST FOR CO3-1	\$ 1,300.49

### **Change Order No. 3-2.**

This change involves the addition of a steel I-Beam installed above the pump motor center line to facilitate motor and pump removal.

TOTAL COST FOR CO3-2 \$ 1,375.00

### **Change Order No. 3-3**

This change involves the addition of a three (3) manhole steps installed vertically in pump station wet well wall. The steps will act as grab bars for maintenance personal.

TOTAL COST FOR CO3-3 \$ 225.00

### **Change Order No. 3-4**

This change involves the removal and addition of approximately thirteen (13) square yards of concrete pavement. The concrete slab grades will be adjusted to compensate for improved area drainage.

TOTAL COST FOR CO3-4 \$ 1,170.40

### **Change Order No. 3-5**

This change involves bricks for the pump station building veneer. Previous plant improvement project dating back as far as the Electrical Expansion in the year 2001 have project completion(s) with extra building brick left to owner. This credit will allow the contractor to use the surplus brick for the lift station building veneer.

TOTAL COST FOR CO3-5 \$ (1,200.00)

## SUMMARY OF COSTS

Change Order No. 2	\$ 466.00
Change Order No. 3	<u>\$ 2,870.89</u>
TOTAL SUMMARY OF COSTS	\$ 3,336.89

Wastewater staff and the consulting engineer Olsson Associates have reviewed the changed condition(s) and believe such changes will bring benefit to the overall finished product.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve authorization to proceed with the work scope described in Change Order Nos. 2 & 3 with The Diamond Engineering Company of Grand Island, Nebraska.

## **Sample Motion**

Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute a Change Order Nos. 2 & 3 with The Diamond Engineering Company of Grand Island, Nebraska in the combined amount of \$3,336.89, for a total contract amount of \$484,793.34.

RESOLUTION 2013-220

WHEREAS, Advertisement to Bidders for Lift Station No. 7 Improvements, Project No. 2011-S-1A was published in the Grand Island Daily Independent on July 26, 2012, and

WHEREAS, on August 16, 2012 bids were received, opened and reviewed; and

WHEREAS, On August 28, 2012 City Council awarded, Project WWTP-2011-S-1A, Lift Station No. 7 Improvements to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$479,558.95; and

WHEREAS, On March 12, 2013 City Council approved Change Order No. 1 encompassing professional services for removal, and disposal of asbestos in a previous roofing system for the amount of \$1 ,897.50; and

WHEREAS, On April 23, 2013 City Council approved Work Change Directive No. 1 incorporating a required mechanical fitting to transition from the existing forced pumping main to new piping systems, in the estimated amount of \$466.00; and

WHEREAS, Change Order Nos. 1 & 2 incorporates the finished services of Work Change Directive No. 1, and incorporates various mechanical components to the pump station, with a civil edit in a concrete slab grade, and provide savings to the project in using owner provided brick veneer in the amount of \$3,336.89; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with scope described in Change Order Nos. 1 & 2 with The Diamond Engineering Company of Grand Island, Nebraska is hereby approved for a revised contract amount of \$484,793.34; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order Nos. 1 & 2 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 9, 2013	☐ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-10

**#2013-221 - Approving Certificate of Final Completion; Lift  
Station No. 7 Repairs - Project 2011-S-1**

Staff Contact: John Collins, P.E. - Public Works Director



# **Council Agenda Memo**

**From:** Marvin Strong PE, Wastewater Plant Engineer

**Meeting:** July 9, 2013

**Subject:** Approving Certificate of Final Completion; Lift Station No. 7 Repairs – Project 2011-S-1

**Item #'s:** G-10

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

Lift Station No. 7 was installed in the early 1960's and provides sanitary sewer pumping for an area in southern Grand Island generally between Anna Street and Stolley Park Road/Harrison and Blaine Streets. This service area includes 1,127 structures in single family homes, multi-family residences, and businesses.

The primary purpose of the Lift Station No. 7 Repairs Project included upgrades to the gravity collection system integrity, and capacity of sanitary sewer lift stations forced pumping main.

A 2008 Community Development Block Grant (CDBG) in the amount of \$1,003,365 was awarded to assist in funding administration services, and various project phases.

The project "Lift Station No. 7 Repairs" Project No. 2011-S-1 was awarded to Midland Contracting, Inc. of Kearney, Nebraska on December 6, 2011 by Resolution No. 2011-357, in the amount of \$310,978.67.

On January 10, 2012 City Council approved Resolution 2012-7, which amended Resolution 2011-357, for Department of Labor issued new labor wage revision for a revised bid amount of \$312,728.67.

On February 14, 2012 City Council approved Resolution 2012-35, which amended Resolution 2012-7, making a correction to the estimated unit quantities to Midland Contracting, Inc. bid, revising the total contract amount to \$344,807.42.

## **Discussion**

The project provided lining rehabilitation to over six hundred (600) feet in gravity collection sewer pipe. Within the lining rehabilitation, eighteen (18) residential sewer tap point connections were lined. In various locations worn section(s) of gravity sewer pipe were replaced or lined with the conventional open trench or cured-in-place point repair technology. Additionally, a new forced pumping main was installed to provide expanded pumped flow capacity for the service area lift station. The forced pumping main comprises of over three thousand (3,000) feet of pipe running parallel under the John Brownell/Beltline hike bike trail.

City Staff has reviewed the completed work and issued a certificate of final completion in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications.

The project was completed at a total cost of \$355,237.06. The allocation of the total project cost is divided into eighty three percent (83%) or \$294,846.76 Community Development Grant Funded, and Wastewater funds represent the remaining seventeen percent (17%) or \$60,390.30.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve a resolution authorizing the Certificate of Final Completion.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the Lift Station No. 7 Repairs, Project No.2011-S-1.

## **Sample Motion**

Move to approve the Certificate of Final Completion for the Lift Station No. 7 Repairs, Project No.2011-S-1.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Lift Station No.7 Repairs  
PROJECT NO. 2011-S-1  
July 9, 2013

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that the Lift Station No. 7 Repairs, Project No. 2011-S-1 has been completed by Midland Contracting, Inc. of Kearney, Nebraska under contract dated December 6, 2011. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

### **LIFT STATION NO. 7 REPAIRS, PROJECT 2011-S-1**

Lift Station No.7 Repairs:	\$ 344,807.42
Change Order No. 1, Gravity Sewer Repair	<u>\$ 62,736.15</u>
Total	\$ 407,543.57

#### Construction Quantity Line Item Cost Adjustments

##### Bid Section Beltline Forcemain

Bore and Install 8" HDPE Forcemain	\$ 2,343.85
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##### Bid Section Arthur to Grant (Option 1), Pipe Lining

Open Trench and Install 8" DR11 HDPE Forcemain	\$ (16,708.26)
Remove 10" Tree	\$ (270.00)
Install Tracer Ribbon in bore Holes and Trenches	\$ (62.08)
Install 8"-10" Top Hat	\$ (22,500.00)
Install 24" Top Hat	\$ 22,100.00
Remove and Replace Service at Sta. 3 + 64 South	\$ (3,400.00)
Remove and Replace Service at Sta 5 + 12 North	\$ (3,400.00)
Infiltration Leak M.H. Sidewall	\$ (940.00)
Infiltration Leak Bench & Invert	\$ (900.00)
Remove and Replace Extra Fence	\$ (12.00)
Remove and Replace extra Sanitary Sewer Service	\$ (4,700.00)
Construction Dewatering	\$ (3,000.00)

Bid Section Barbara and Gretchen

Remove 10" V.C.P. Sanitary Sewer Pipe	\$ (143.00)
Build 10" P.V.C. Sanitary Sewer Pipe	\$ (2,080.00)
Construction Dewatering	\$ (9,900.00)

Change Order No. 1

Remove and Replace 8" Concrete Pavement	\$ (9,174.24)
Remove and Replace 6" Concrete Sidewalk	\$ (2,950.00)
Remove and Replace 4" Concrete Sidewalk	\$ 704.16
Remove and Replace Chainlink Fence	\$ (350.00)
Sodding, Improved Areas	\$ 772.20
Remove and Replace Curb & Gutter	\$ (68.35)

Total Project Quantity Cost Adjustments	\$ (54,637.72)
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<b>TOTAL PROJECT COST</b>	<b>\$ 352,905.85</b>
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SUMMARY OF OTHER COST

Advertisement in GI Daily Independent	\$ 274.28
Building Inspection Department	\$ 100.00
Olsson Associates, Geotechnical Report	\$ 1,950.00
Credit Card, Conference Call	\$ 6.93

Total of Other Cost	\$ 2,331.21
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**TOTAL COST OF:**

**LIFT STATION NO. 7 REPAIRS**

<b>PROJECT 2011-S-1</b>	<b>\$ 355,237.06</b>
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<b>Community Development Grant Funded (83%)</b>	<b>\$ 294,846.76</b>
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<b>Wastewater Enterprise Funded (17%)</b>	<b>\$ 60,390.30</b>
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Respectfully submitted,

John Collins  
Director of Public Works

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June 25, 2013

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND, NEBRASKA

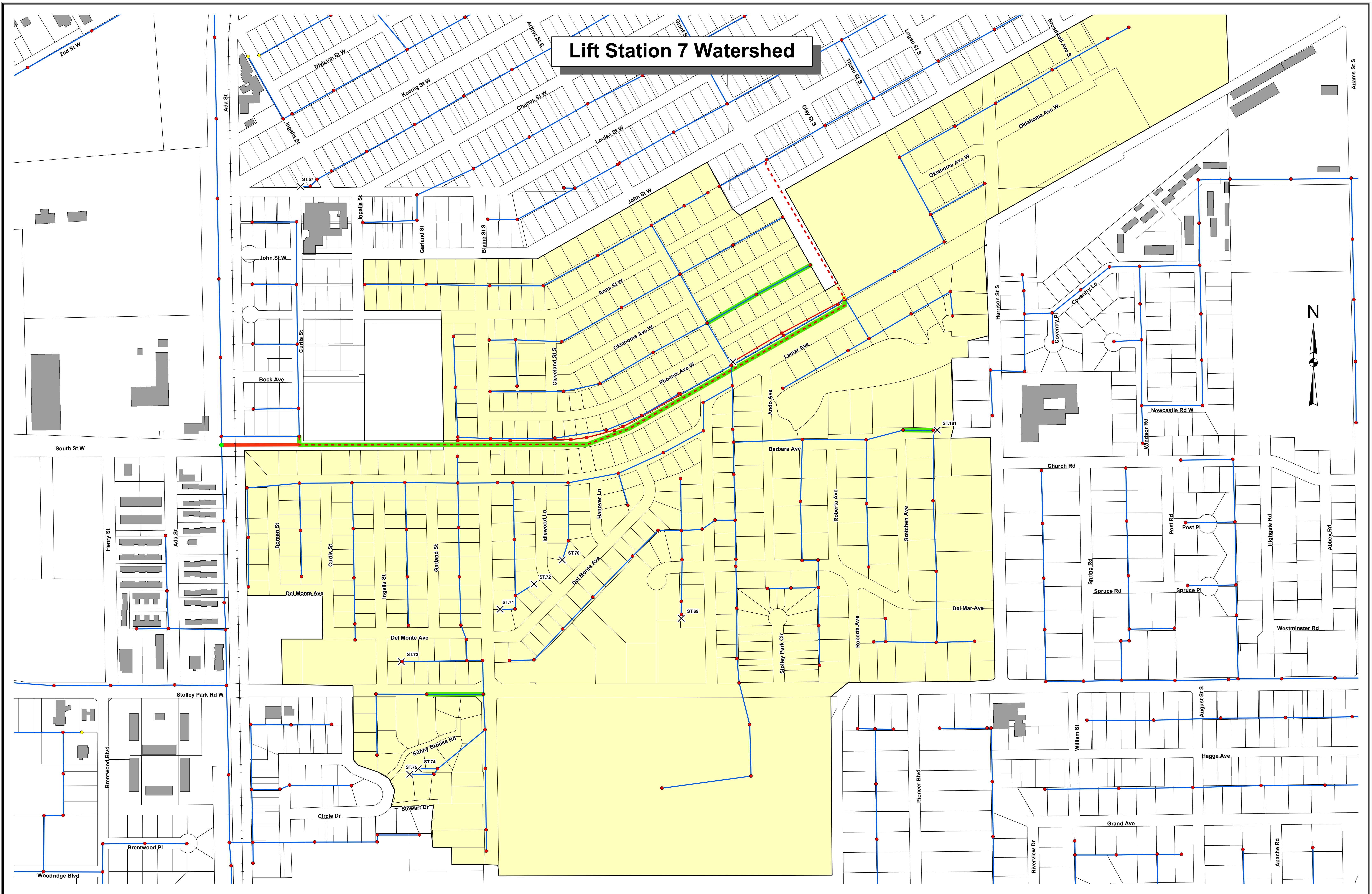
I hereby recommend that the Engineer's Certificate of Final Completion for Lift Station No. 7 Repairs, Project No. 2011-S-1 be approved.

Respectfully submitted,

Jay Vavricek  
Mayor



# Lift Station 7 Watershed



RESOLUTION 2013-221

WHEREAS, the City Engineer/Public Works Director issued a Certificate of Final Completion for the Lift Station No. 7 Repairs, Project No. 2011-S-1 certifying that Midland Contracting, Inc. of Kearney, Nebraska, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the Engineer's certificate of final completion; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the Lift Station No. 7 Repairs, Project No. 2011-S-1 with Midland Contracting, Inc. of Kearney, Nebraska, in the amount of \$355,237.06 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 9, 2013	☐ City Attorney





# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-11

**#2013-222 - Approving Advertising Contract with the Grand Island Independent**

Staff Contact: Brenda Sutherland



# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** July 9, 2013

**Subject:** Approving Contract with Grand Island Independent for Newspaper Advertising

**Item #'s:** G-11

**Presenter(s):** Brenda Sutherland, Human Resources Director

## **Background**

The City of Grand Island has entered into contracts with the Grand Island Independent for newspaper advertising. The contracts cover advertising for all departments in the City. Advertising that falls under the heading of “legals” is handled separately as that rate is defined by State bid.

## **Discussion**

The last contract was for a commitment of \$30,000. The City has exceeded that amount and therefore it seems prudent to increase the amount of the contract to take advantage of the best pricing possible. The contract being proposed this year is for a \$40,000 commitment. This amount is conservative and falls below our current usage. However, should different avenues be used for advertising or a cutback in spending occur, we would then be charged the rate that was appropriate for that level of usage. The contract is attached and the rates are listed. The daily rate has increased from the prior contract from \$11.70 to \$11.87 and the Sunday rate increased from \$11.87 to \$12.10. The daily retail rate has increased from \$15.16 to \$15.66 and the Sunday retail rate has increased from \$16.01 to \$16.56.

As this contract exceeds \$20,000, City procurement rules would require the City advertise a RFP or use the bid process to obtain quotes for service. The Council passed Resolution 2011-254 that named the Grand Island Independent as a sole source provider and therefore there were no other quotes obtained. The Grand Island Independent is our only local daily paper. The City does use other local weekly papers and this would not prohibit that practice.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

I recommend that the advertising contract with the Grand Island Independent be approved.

## **Sample Motion**

Move to approve the advertising contract with the Grand Island Independent.



# The Grand Island Independent

## Advertising Contract

This agreement is made between The Grand Island Independent, hereinafter referred to as the Publisher, and City of Grand Island, hereinafter referred to as the advertiser.

### Provisions:

This contract is an annual dollar volume agreement based on the advertiser's total planned investment with the Publisher and shall be in effect June 1, 2013 through May 31, 2014. The advertising rates assigned to the volume levels will be consistent with rates published in the most current Rate Card. The provisions of this contract shall consist of (1) the declarations of the agreement contained in this document and (2) the current Advertising Rate Card of The Grand Island Independent, which includes the Publisher's policies. The Publisher additionally stipulates that an advertiser bears full responsibility for the payment of all advertising charges.

### Declarations:

1. In consideration of the Advertiser's agreement to advertise \$ 40,000 with The Grand Island Independent, the Advertiser will earn the column inch rates according to the current rate card.
2. In the event the Advertiser does not fulfill the dollar volume agreement, the Publisher will invoice the Advertiser for the difference between the rate billed and the rate earned on the inches that have been published.
3. This agreement may be cancelled by either party by providing a 30 day written notice. In the event the contract is terminated prior to fulfillment, the earned rates will be applied to the published inches.
4. Payment is due the 25<sup>th</sup> of the month following publication or services.
5. Additional contract entitlements:

Classified Rate will be locked in at \$11.87 Daily and \$12.10 Sunday.  
Retail Rates will be locked in at \$15.66 Daily and \$16.56 Sunday.

### Authorization:

The terms and conditions of the agreement are hereby ratified and placed into force as agreed upon.

City of Grand Island Account # 22601  
Business Name

\_\_\_\_\_  
the Independent Representative Date

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
the Independent Advertising Director Date

RESOLUTION 2013-222

WHEREAS, the City of Grand Island advertises in the Grand Island Independent;  
and

WHEREAS, the Grand Island Independent was approved as a sole source provider by the Grand Island City Council under Resolution 2011-254 ; and

WHEREAS, the rates listed in the contract will remain in effect from June 1, 2013 until the end of the contract on May 31, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the aforementioned contract with the Grand Island Independent.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 8, 2013	▣ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-12

### **#2013-223 - Approving Purchase of 2014 Smeal Fire Pumper Truck**

Staff Contact: Cory Schmidt, Fire Chief

# **Council Agenda Memo**

**From:** Cory Schmidt, Fire Chief  
**Meeting:** July 9, 2013  
**Subject:** Fire Pumper Purchase  
**Item #'s:** G-12  
**Presenter(s):** Cory Schmidt , Fire Chief

## **Background**

The Grand Island Fire Department was authorized a budget of approximately \$700,000 for capital items in the fiscal year 2012-13. An obvious capital need was to replace aging emergency vehicles. This need was reinforced by the increasing maintenance costs associated with the fleet. The Grand Island Fire Department is seeking to purchase a fire pumper which will allow a 1995 model to be placed in reserve or back up status. The purchase of a new pumper will also allow the removal of a 1987 fire pumper from our fleet.

## **Discussion**

The Grand Island Fire Department contacted the Houston Galveston Area Council (H-GAC) to obtain pricing for fire pumpers that will meet the needs of the citizens of Grand Island. The H-GAC provided a list of prequalified vendors and their equipment that have met the competitive bidding requirements of the City of Grand Island. From the list, a 2014 fire pumper from Smeal Fire Apparatus was chosen at a price of \$490,491.75. This pumper utilizes modern technology which increases safety and efficiency. A Compressed Air Foam System (CAFS), which was recommended by the ICMA study, is one of the features of the fire pumper.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approves the purchase of a fire pumper from Smeal Fire Apparatus at a price of \$490,491.75.

### **Sample Motion**

Move to approve the purchase a Smeal Fire Apparatus fire pumper utilizing the H-GAC for \$490,491.75.

RESOLUTION 2013-223

WHEREAS, the Grand Island Fire Department was budgeted funds to purchase a fire pumper; and

WHEREAS, the H-GAC was utilized to secure competitive bids in accordance with City procurement policy; and

WHEREAS, a 2014 fire pumper manufactured by Smeal Fire Apparatus of Snyder Nebraska was chosen based on price, body configuration, auxiliary equipment, warranty, and service at a purchase price of \$490,491.75.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the Smeal fire pumper is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 8, 2013	▣ City Attorney





# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-13

**#2013-224 - Approving Bid Award - 2014 Complete Hook Lift  
Truck with Flatbed (Unit #1565) - Line Division**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, City Attorney

**Meeting:** July 9, 2013

**Subject:** 2014 Truck – Complete Hook Lift Truck with Flatbed  
(Unit #1565)

**Item #'s:** G-

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

The Electric Overhead Division of the Utilities Department has a 1979 Ford F-701B truck offered in trade on a new hook lift truck with flatbed. This truck is used for hauling new material, hauling retired material to the transfer station, and in the winter, it is used to haul snow. The existing vehicle has considerable rusting, exposed cab wiring, and has needed regular repairs to keep it operating. The hook lift design allows several vehicles to share different truck beds and better utilization of the vehicles.

## **Discussion**

Specifications for replacement of Unit #1565 were prepared by Department staff, advertised in accordance with the City Purchasing Code, sent to ten potential bidders, and posted on the City's Web Site. The bids were publically opened on June 26, 2013. Six bids were received as tabulated below. The estimated amount for this replacement vehicle was \$135,000.

<b>Bidder</b>	<b>Base Bid</b>	<b>Trade-in</b>	<b>Net Bid</b>
Nebraska Truck Center, Inc. (Freightliner - Matt Friend Body) Grand Island, NE	\$115,916.00	(\$500.00)	\$115,416.00
Nebraska Truck Center, Inc. (Freightliner – LCL Body) Grand Island NE	\$109,542.00	(\$500.00)	\$109,042.00
Hansen International Truck, Inc. (Freightliner – LCL Body) Grand Island, NE	\$111,096.00	(\$1,000.00)	\$110,096.00

<b>Bidder</b>	<b>Base Bid</b>	<b>Trade-In</b>	<b>Net Bid</b>
Hansen International Truck, Inc. (International – Matt Friend Body) Grand Island, NE	\$117,470.00	(\$1,000.00)	\$116,470.00
Nebraska Peterbilt Peterbilt – LCL Body Grand Island, NE	\$111,520.00	(\$750.00)	\$110,770.00
Nebraska Peterbilt Freightliner – Aspen Body Grand Island, NE	\$118,460.00	(\$1,000.00)	\$117,460.00

The low bid from Nebraska Truck Center had a number of significant exceptions, including: no heavy duty rear axle, no power steering cooler, and no heated mirrors. All other exceptions are minor.

The second low bid from Hansen International had no significant exceptions to the bid.

The third low bid from Nebraska Peterbilt had only one exception of note. It did not provide a radio wiring harness as requested.

Exceptions to the bid from Aspen Equipment are numerous, in addition to being the highest price.

Due to the major exceptions noted from the low bid, it is the staff recommendation to accept the bid of Hansen International as the lowest responsive bid.

The bid from Hansen International Truck, Inc., for the Complete Hook Lift Truck with Flatbed, is the low responsive bid for the replacement unit for the Line Division's Unit #1565. The total base bid is \$111,096.00, less the trade-in of \$1,000.00, for a final price of \$110,096.00.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the purchase of the Complete Hook Lift Truck with Flatbed (Unit #1565) for the Line Division, from Hansen

International Truck, Inc., of Grand Island, Nebraska, in the amount of \$110,096.00, including trade-in.

### **Sample Motion**

Make a motion to approve the purchase of a Complete Hook Lift Truck with Flatbed from Hansen International Truck, Inc., of Grand Island, Nebraska, in the amount of \$110,096.00, including trade-in.





Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** June 26, 2013 at 2:00 p.m.  
**FOR:** 2014 Complete Hook Lift Truck with Flatbed  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$135,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** June 18, 2013  
**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<b><u>Nebraska Truck Center, Inc.</u></b> Grand Island, NE	<b><u>Nebraska Truck Center, Inc.</u></b> Grand Island, NE
<b>Exceptions:</b>	Noted	Noted
<b>Chassis Brand:</b>	Freightliner – Matt Friend Body	Freightliner - LCL Body
<b>Hook System Brand:</b>	Palfinger	Swaplaoder

<b>Bid Price:</b>		
<b>Chassis:</b>	<b>\$ 73,416.00</b>	<b>\$ 73,416.00</b>
<b>Hook System:</b>	<b>\$ 42,500.00</b>	<b>\$ 36,126.00</b>
<b>Total Bid:</b>	<b>\$115,916.00</b>	<b>\$109,542.00</b>
<b>Less Trade-in:</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>
<b>Total Net Cost:</b>	<b>\$115,416.00</b>	<b>\$109,042.00</b>

<b>Bidder:</b>	<b><u>Hansen International Truck, Inc.</u></b> Grand Island, NE	<b><u>Hansen International Truck, Inc.</u></b> Grand Island, NE
<b>Exceptions:</b>	Noted	Noted
<b>Chassis Brand:</b>	International - LCL Body	International – Matt Friend Body
<b>Hook System Brand:</b>	Swaplaoder	Palfinger

<b>Bid Price:</b>		
<b>Chassis:</b>	<b>\$ 74,970.00</b>	<b>\$ 74,970.00</b>
<b>Hook System:</b>	<b>\$ 36,126.00</b>	<b>\$ 42,500.00</b>
<b>Total Bid:</b>	<b>\$111,096.00</b>	<b>\$117,470.00</b>
<b>Less Trade-in:</b>	<b>\$ 1,000.00</b>	<b>\$ 1,000.00</b>
<b>Total Net Cost:</b>	<b>\$110,096.00</b>	<b>\$116,470.00</b>

**Bidder:** Nebraska Peterbilt  
Grand Island, NE  
**Exceptions:** Noted  
**Chassis Brand:** Peterbilt – LCL Body  
**Hook System Brand:** Swaploader

**Aspen Equipment**  
**Ankeny, IA**  
**Noted**  
**Freightliner – Aspen Body**  
**Swaploader**

**Bid Price:**

**Chassis:** \$ 75,394.00

**\$ 74,151.00**

**Hook System:** \$ 36,126.00

**\$ 44,309.00**

**Total Bid:** \$111,520.00

**\$118,460.00**

**Less Trade-in:** \$ 750.00

**\$ 1,000.00**

**Total Net Cost:** \$110,770.00

**\$117,460.00**

cc: Tim Luchsinger, Utilities Director  
Mary Lou Brown, City Administrator  
Stacy Nonhof, Purchasing Agent  
Bryan Fiala, Electric Line Supt.

Bob Smith, Assist. Utilities Director  
Jaye Monter, Finance Director  
Pat Gericke, Utilities Admin. Assist.

**P1659**

RESOLUTION 2013-224

WHEREAS, the City of Grand Island invited sealed bids for a 2014 Complete Hook Lift Truck with Flatbed (Unit #1565), according to plans and specifications on file with the Utilities Department; and

WHEREAS, on June 26, 2013, bids were received, opened and reviewed; and

WHEREAS, Hansen International Truck, Inc., of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$110,096.00, including trade-in; and

WHEREAS, the bid of Hansen International Truck, Inc., is less than the estimate for the 2014 Complete Hook Lift Truck with Flatbed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hansen International Truck, Inc., of Grand Island, Nebraska, in the amount of \$110,096.00, including trade-in, for a 2014 Complete Hook Lift Truck with Flatbed, is hereby approved as the lowest responsive bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 8, 2013	▣ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item G-14

**#2013-225 - Approving Certificate of Final Completion - Water Main Project 2013-W-1 - Clark Street at the Union Pacific Railroad Tracks**

Staff Contact: Tim Luchsinger, Utilities Director



# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** July 9, 2013

**Subject:** Certificate of Final Completion Water Main Project  
2013-W-1 Clark Street and Union Pacific Railroad  
Tracks

**Item #'s:** G-14

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

The original water line in Clark Street, where it crosses under the Union Pacific Railroad, was installed in 1917. The main was installed without a protective casing as is standard practice today. Due to the age of the water main and potential damage if the pipe should fail, plans and specifications were prepared for Water Main Project 2013-W-1. The construction provided for replacing the existing direct buried water line with a new 12" ductile-iron water main inside a 24" diameter outer steel casing beyond the limits of the trackage. A map of the crossing area is attached for reference.

## **Discussion**

The project has been completed by Van Kirk Brothers Contracting of Sutton, Nebraska, in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. The contracted amount for the work was \$79,798.50.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

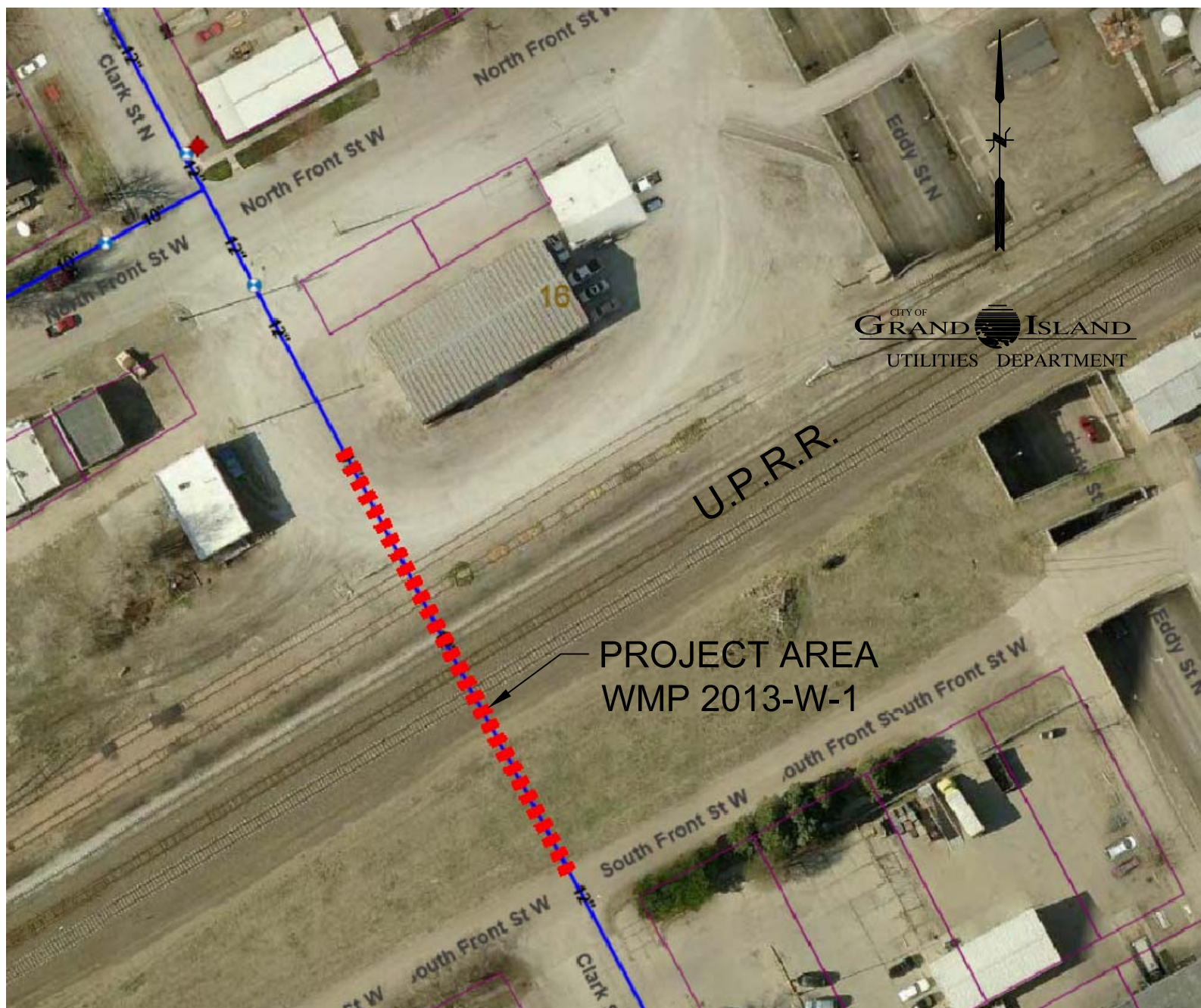
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council accept the Certificate of Final Completion for Water Main Project 2013-W-1, Clark Street and the Union Pacific Railroad tracks.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Water Main Project 2013-W-1.



# INTEROFFICE MEMORANDUM

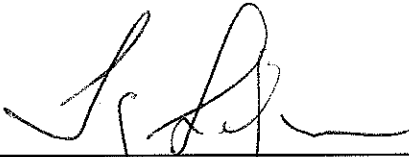


*Working Together for a  
Better Tomorrow. Today.*

**DATE:** July 9, 2013  
**TO:** Mayor and Council Members  
**FROM:** Timothy Luchsinger, Utilities Director  
**SUBJECT:** Water Main Project 2011-W-3

This memo is to certify that Water Project 2013-W-1 (located within Clark Street, crossing under the Union Pacific Railroad, in the City of Grand Island, Hall County, Nebraska).

All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main project has been placed into service.

  
\_\_\_\_\_  
Timothy Luchsinger, Utilities Director

TGL/pag

pc: Bob Smith  
Tom Barnes  
Ruben Sanchez  
Darren Buettner

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

### Water Main Project 2013-W-1

Water Main Project 2011-W-3 is located in Clark Street, between South Front Street and North Front Street, and crosses under the Union Pacific Railroad in the Center of Grand Island, Nebraska. The work on this project has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.

  
\_\_\_\_\_  
Lynn M. Mayhew, P.E. #E-10661

6/25/2013  
\_\_\_\_\_  
Date

I hereby authorize Water Main Project 2013-W-1 to be incorporation into the City of Grand Island water system.

  
\_\_\_\_\_  
Tim Luchsinger, Utilities Director

6-28-13  
\_\_\_\_\_  
Date

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

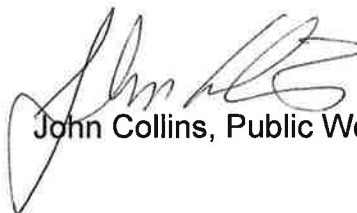
WATER MAIN PROJECT 2013-W-1

July 9, 2013

Water Main Project 2013-W-1 is located within Clark Street between South Front Street and North Front Street, and crosses under the Union Pacific Railroad in the central part of Grand Island, Nebraska

The work on this project, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, by me as Public Works Director in accordance with the provision on Section 6-650, R.R.S., 1943.

Respectfully submitted



John Collins, Public Works Director

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WATER MAIN PROJECT 2013-W-1

July 9, 2013

TO THE MEMBERS OF COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2013-W-1 be approved.

Respectfully submitted,

Jay Vavricek, Mayor

RESOLUTION 2013-225

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Water Main Project 2013-W- 1 within Clark Street, crossing under the Union Pacific Railroad, certifying that Van Kirk Brothers Contracting of Sutton, Nebraska, under contract, has completed the water main installation of such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the Engineer's Certificate of Final Completion; and

WHEREAS, the Mayor concurs with the recommendations of the Utilities Director and the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2013-W-1 is hereby accepted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 8, 2013	▣ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item I-1

**#2013-226 - Consideration of Approving Contract with Mid-Plains Power, LLC for Installation of the Grand Island Third and Wheeler Historical Lighting Improvements Project**

Staff Contact: John Collins, P.E. - Public Works Director



# **Council Agenda Memo**

**From:** Scott Griepentstroh, Project Manager

**Meeting:** July 9, 2013

**Subject:** Approving Selection of Mid-Plains Power, LLC for the Construction Contract for the Grand Island Third and Wheeler Historical Lighting Improvements Project

**Item #'s:** I-1

**Presenter(s):** John Collins, Public Works Director

## **Background**

All agreements must be approved by the City Council.

The Federal-aid Transportation Enhancement (TE) Program provides funding to construct and restore transportation infrastructure that are not eligible to be funded through other programs. TE activities offer funding opportunities to help expand transportation choices and enhance the transportation experience. Project types eligible for this funding are hike/bike trails, historic preservation, and scenic or historic byways. Approved projects receive up to 80% Federal funding.

On May 24, 2011, City Council approved the program agreement with the Nebraska Department of Roads (NDOR) to receive TE funding for the Grand Island Historical Lighting Project on 3rd Street and Wheeler Avenue. This project will construct 21 Historical Street Lights one block west, one block east and one half block south of Kaufmann Park at 3<sup>rd</sup> Street and Wheeler Avenue. The design of the street lighting poles and luminaires is based on other historical lights located in Grand Island's Downtown.

The brick paver strip along the public sidewalk in the project corridor will also be replaced to upgrade walkway conditions and embellish the historical appearance. Adjacent deteriorated sidewalk will also be replaced at some locations.

The Downtown Business Improvement District will provide the local matching funds (20%) through their revenues and through funding awarded by the Community Redevelopment Authority.

## **Discussion**

As specified in the Program Agreement with NDOR, the State advertised and conducted the letting for this project. Three bids were received and opened on June 27, 2013. The bids were submitted in compliance with the contract, plans and specifications. The bid tabulations are included with this Council item.

<b><i>Bidder</i></b>	<b><i>Exceptions</i></b>	<b><i>Bid</i></b>
Mid-Plains Power, LLC of Grand Island, NE	None	\$226,719.40
Van Kirk Sand and Gravel, Inc. of Sutton, NE	None	\$304,854.40
The Diamond Engineering Company of Grand Island, NE	None	\$270,823.64

The Engineer's estimate for the project was \$269,400.00. Public Works and the NDOR Contracts Section have reviewed the bids and determined them to be acceptable.

The tentative start date for construction is September 30, 2013. The project is expected to be completed in November, 2013. Public Works staff is currently in the process of negotiating the scope and fee for Construction Engineering services with Olsson Associates, Inc.

Public Works staff will conduct the majority of inspection and project management tasks.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

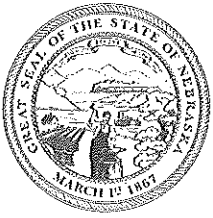
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approves the selection of Mid-Plains Power, LLC of Grand Island, Nebraska for the Construction Contract for the Grand Island Third and Wheeler Historical Lighting Improvements Project.

## **Sample Motion**

Move to approve the agreement.



Dave Heineman  
Governor

# STATE OF NEBRASKA

DEPARTMENT OF ROADS

Randall D. Peters, P.E., Director - State Engineer  
1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759  
Phone (402) 471-4567 • FAX (402) 479-4325 • www.dor.state.ne.us

June 28, 2013

CITY OF GRAND ISLAND  
C/O CITY CLERK  
100 EAST FIRST STREET  
BOX 1968  
GRAND ISLAND, NE 68802-1968

RE: Federal Aid Project No. ENH-40(60)  
Letting Date: June 27, 2013

We have enclosed a resolution on the above project for your consideration. It has been prepared by using the bid tabulations to select the low bidder(s) to whom a contract(s) should be awarded.

Please take action on this resolution immediately. We need to have the completed resolution in this office by Wednesday, July 17, 2013, so we can comply with the laws concerning award or rejection of this project.

You may want to consider the following before taking official action:

1. The enclosed tabulation of all bids received on this project.
2. The low bid for the entire project is below the estimated cost of \$261,206.80. This estimate is confidential and is furnished for your information only.

Complete the blanks at the bottom of the resolution showing your official action and have the mayor sign in the space provided. Return the original to the Department of Roads, Contract Lettings Section, and keep the copy for your records.

This resolution gives authority for your mayor to sign the contract(s) that will be mailed to you at a later date.

If you have any questions, call this office (402) 479-4525.

Sincerely,

Karen McCord  
Highway Contracts Technician  
Contract Lettings Section  
Construction Division

KM/Z1-C

Xc: Mick Syslo  
Wes Wahlgren, District Four Engineer  
Public Works Director  
File

An Equal Opportunity/Affirmative Action Employer

## R E S O L U T I O N

WHEREAS, there has been signed by the City of Grand Island on the 24th day of May, 2011, and the State on the 7th day of June, 2011, an agreement providing for the construction of a Federal Aid Project one block west, one block east and one half block south of the Kaufmann Park at 3<sup>rd</sup> Street and Wheeler Avenue.

, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as ENH-40(60), and

WHEREAS, the above mentioned agreement provided that the City would pay costs as set forth in the agreement, and

WHEREAS, the State and the City received bids for the construction of this project on June 27, 2013, at which time 3 bids were received for the construction of the proposed work, and

WHEREAS, the following contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

Mid-Plains Power, LLC, Grand Island, NE

Electrial: \$226,719.40

NOW THEREFORE, in consideration of the above facts, the City Council of the City of Grand Island, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.

2. The Council hereby concurs in the selection of the above mentioned contractor(s) for the items of work listed, to whom the contract(s) should be awarded.

3. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

CITY OF GRAND ISLAND

ATTEST:

FOR INFORMATION ONLY

(Mayor)

FOR INFORMATION ONLY

(City Clerk)

Council Member \_\_\_\_\_

Moved the adoption of said resolution.

Roll Call: \_\_\_\_\_ yea, \_\_\_\_\_ nay.

Resolution adopted, signed and billed as adopted.

NEBRASKA DEPARTMENT OF ROADS

DATE : 06/27/13  
PAGE : 2

VENDOR RANKING

CALL ORDER : 400  
LETING DATE : 06/27/13  
CONTRACT DESCRIPTION :  
3RD/WHEELER, GRAND ISLAND

CONTRACT ID : 4651X  
DISTRICT : 4

COUNTIES : HALL

PROJECT(S) : ENH-40(60)

VENDOR NO. BID NOTES

RANK	VENDOR NO./NAME	TOTAL		% OVER	
		BID		LOW BID	
1	3247 MID-PLAINS POWER, LLC	\$	226,719.40		100.0000%
2	0013 THE DIAMOND ENGINEERING COMPANY	\$	270,823.64		119.4532%
3	1749 VAN KIRK SAND & GRAVEL, INC.	\$	304,854.40		134.4633%

**ORIGINAL**

NEBRASKA DEPARTMENT OF ROADS

DATE : 06/27/13  
PAGE : 400 -3

TABULATION OF BIDS

CALL ORDER : 400 CONTRACT ID : 4651X COUNTIES : HALL  
LETTING DATE : 06/27/13 1:30 PM DISTRICT : 4

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	( 1 ) 3247 MID-PLAINS POWER, LLC			( 2 ) 0013 DIAMOND ENGINEERING COMPANY			( 3 ) 1749 VAN KIRK SAND & GRAVEL, INC.		
		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	
SECTION 0001 GROUP 8B ELECTRICAL										
0001 0001.08 BARRICADE, TYPE II	600.000	BDAY	0.50000	300.00		0.50000	300.00		0.50000	300.00
0002 0001.75 TEMPORARY SIGN DAY	150.000	EACH	2.50000	375.00		2.68000	402.00		2.50000	375.00
0003 0001.90 SIGN DAY	210.000	EACH	2.50000	525.00		2.68000	562.80		2.50000	525.00
0004 0030.80 MOBILIZATION		LUMP	5500.00000	5500.00		10132.07000	10132.07		35500.00000	35500.00
0005 1101.25 SAWING PAVEMENT	3603.000	LF	3.00000	10809.00		4.29000	15456.87		5.10000	18375.30
0006 1107.01 REMOVE WALK	483.000	SY	6.00000	2898.00		5.43000	2622.69		8.00000	3864.00
0007 1109.00 REMOVE CURB	190.000	LF	6.00000	1140.00		10.01000	1901.90		10.00000	1900.00
0008 3013.10 CONCRETE CLASS 47B-3000 BARRIER CURB	190.000	LF	38.50000	7315.00		37.11000	7050.90		51.00000	9690.00
0009 3016.03 CONCRETE CLASS 47B-3000 SIDEWALK 5"	163.000	SY	44.00000	7172.00		47.71000	7776.73		58.50000	9535.50
0010 3017.58 BRICK PAVERS	320.000	SY	104.50000	33440.00		73.29000	23452.80		110.00000	35200.00
0011 A001.12 PULL BOX, TYPE PB-5	20.000	EACH	350.00000	7000.00		450.52000	9010.40		450.00000	9000.00
0012 A074.14 2-INCH CONDUIT, JACKED	1536.000	LF	12.00000	18432.00		8.30000	12748.80		16.50000	25344.00
0013 A080.15 STREET LIGHTING CABLE, NO. 4 USE	6144.000	LF	1.30000	7987.20		2.00000	12288.00		1.80000	11059.20
0014 A080.24 STREET LIGHTING CABLE, NO. 6 USE	3072.000	LF	0.90000	2764.80		1.64000	5038.08		1.20000	3686.40
0015 A190.00 STREET LIGHTING UNIT TYPE A	20.000	EACH	6034.32000	120686.40		8087.89000	161757.80		7000.00000	140000.00
0016 A630.20 REMOVE PULL BOX	5.000	EACH	75.00000	375.00		64.36000	321.80		100.00000	500.00
SECTION TOTALS				\$ 226,719.40			\$ 270,823.64			\$ 304,854.40
CONTRACT TOTALS				\$ 226,719.40			\$ 270,823.64			\$ 304,854.40



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item I-2

**#2013-227 - Consideration of Approving Contract for Utility  
Billing Customer Information System**

Staff Contact: Jaye Monter

# **Council Agenda Memo**

**From:** Tim Luchinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney  
Jaye Monter, Finance Director

**Meeting:** July 9, 2013

**Subject:** Approving Utility Billing Customer Information System  
Contract with N. Harris Computer Corporation

**Item #'s:** I-2

**Presenter(s):** Jaye Monter, Finance Director  
Peter Fanous, Executive Vice President-Advanced Utility  
Systems

## **Background**

Our current Utility billing system which includes Electric, Water, Sewer and Backflow billing and collections has evolved since 1980 when the Utilities Department determined it was more cost efficient to purchase and maintain an in-house computer system and programmable billing package. For over 33 years the current software and computer system has been upgraded, re-written, and modified to provide our customers and staff the tools for accurate billing, paper statements and reports. As technology changes, our customers now expect newer features, flexibility and online portals to access their information, which is not available with our current system.

## **Discussion**

In September of 2012, the Finance Department issued a Request For Proposal (RFP) for third party software for the billing and collection of Electric, Water, and Sanitary Sewer services for the City of Grand Island service territory. Twelve proposals were received and reviewed by the following team members:

Patrick Kaup - Utility Services Manager  
Michael Kezeor – Senior Accountant  
Robyn Splattstoesser – IT Manager

Jaye Monter – Finance Director  
Darren Buettner – Utility Accountant  
Bob Holmes – Computer Programmer



From this review, four vendors were selected to present software demonstrations to the committee and to Jodi Halm, Jean Meyer, and Sharon Wood, personnel directly involved with utility billing and customer service.

The new group scored the remaining 4 vendors and requested the top two vendors deliver a second round of presentations which included Utilities Director Tim Luchsinger to finalize in greater detail which company would be able to provide software that is not only user friendly to our staff, but will provide improved billing and customer service capabilities for the citizens of Grand Island and surrounding service area.

After final scoring, reviewing and company reference checks, the committee elected to move forward with Advanced Utility Systems and the CIS Infinity software solution a product from the division of N. Harris Computer Corporation. The following is a small list of exciting new features for customers and staff.

- On line presentment of monthly utility bills.
- Customers may choose electronic delivery of utility bills eliminating paper, personnel time and postage costs.
- Future application will allow customers to choose paper or electronic monthly utility bills in Spanish.
- Integration with current Tyler Technology Munis Financial Software, eliminating current process of manual entries from in-house utility computer system transactions to Tyler Financial Software.
- Integration with future Work Order Management system to eliminate current process of manual entries from in-house work order computer system to Tyler Financial Software.
- Automate issuance of service/work orders to respond to a variety of events, including billing exceptions and collection activities, eliminating manual process of paper transactions.
- Automate communications with customers. Attach documents and correspondence to customer records.
- Automate reading/billing errors with on-line supervisor approval of corrected/rebill process.
- Future application to include mobile bill presentment and payment applications.
- System will allow Utility/Sanitary Sewer personnel at any City location to view customer information and extract needed billing and collection information.
- Ability to accept multiple recurring donations on customer utility bill or round to nearest dollar.
- Hundreds of pre-configured reports, all of which can be modified, saved and shared. Export all data into an excel spreadsheet.
- Software and a software company for the City of Grand Island to partner with to grow into the future.

The total cost of the Contract includes:

License Fees	\$ 245,000
Service Fees	\$ 537,000
Estimated Travel Expenses	\$ 89,250
Support and Maintenance Fees	\$ 61,250
Total	\$ 932,500

Continued Support and Maintenance Fees for years 2-5 will not exceed a 5% increase per year. Allocation of contract cost and future support and maintenance fees will be allocated as follows.

Fund	Customers	Allocation %	Contract Portion
Electric	25,411	44%	\$ 410,300
Water	16,155	28%	\$ 261,100
WWTP	15,713	28%	\$ 261,100
TOTAL	57,279	100%	\$ 932,500

### **Alternatives**

Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the Contract Agreement, Software License Agreement, Support Implementation Services Agreement and Support and Maintenance Agreement with N. Harris Computer Corporation.
2. Disapprove or deny the agreement.
3. Modify the Resolution to meet the wishes of the Council

### **Recommendation**

City Administration recommends that the Council approve the Contract, Software License Agreement, Support Implementation Services Agreement and Support and Maintenance Agreement with N. Harris Computer Corporation in the amount of \$932,500.00.

### **Sample Motion**

Move to approve the Contract, Software License Agreement, Support Implementation Services Agreement and Support and Maintenance Agreement with N. Harris computer Corporation.



Jason Eley, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
SOFTWARE FOR BILLING & COLLECTION OF ELECTRIC/WATER/SANITARY SEWER**

**RFP DUE DATE:** October 25, 2012 at 4:00 p.m.

**DEPARTMENT:** Finance

**PUBLICATION DATE:** September 21, 2012

**NO. POTENTIAL BIDDERS:** 11

**SUMMARY OF PROPOSALS RECEIVED**

**OpSolve LLC**  
Union, NJ

**Able Software, Inc.**  
Irvine, CA

**Caselle**  
Provo, UT

**Starnik Systems, Inc.**  
Lubbock, TX

**Best Practice Systems, Inc.**  
Englewood, CO

**Daffron & Associates, Inc.**  
Bowling Green, MO

**Cayenta Utility Solutions**  
Burnaby, BC, Canada

**Advanced Utility Systems**  
Toronto, ON, Canada

**Tyler Technologies, Inc.**  
**Solutions**  
Yarmouth, ME

**Professional Computer Systems – Utilit-e**  
Denison, IA

**Cogsdale**  
Charlottetown, PE, Canada

**North/Star Utilities Solutions**  
Ottawa, Ontario, Canada

cc: Jaye Monter, Finance Director  
Jason Eley, Purchasing Agent

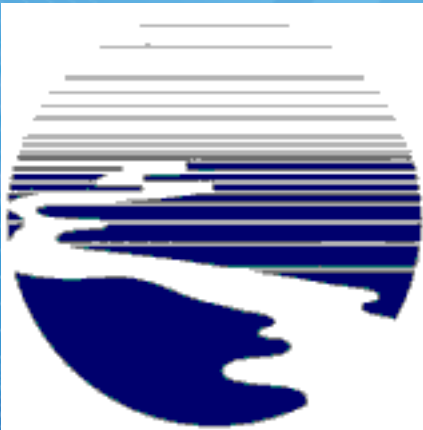
Pat Kaup, Utility Services Manager

**P1597**

# Advanced Utility Systems

## City of Grand Island

April 16, 2013



**ADVANCED**  
UTILITY SYSTEMS

# Introductions

---

## Peter Fanous

- Executive Vice President
- Based in Toronto, Ontario
- Joined in 1999

**ADVANCED**  
UTILITY SYSTEMS

# Advanced Company Profile

- Premier Customer Information & Billing Software (CIS) provider
- Founded in 1997 and based in Toronto
- Focused on CIS Infinity (“Meter to Cash”) and complimentary Add-on products
- Over 140 utility customers across North America, Caribbean and South America
- Over 80 employees
- Acquired by Harris in 2006

**ADVANCED**  
UTILITY SYSTEMS



# About Harris

- **Advanced is a division of Harris Computer Systems**
  - 1500+ Employees
  - 10,000 Customers
  - 35 years in business
- **Wholly owned subsidiary of Constellation Software**
  - 2nd Largest Software Company in Canada
  - 30,000 Customers World-Wide
  - 13th Largest Software Company in North America
  - Traded on the Toronto Stock Exchange (ticker: CSU)
  - Revenues exceed \$850 MM
  - \$2.6B Market Capitalization



**ADVANCED**  
UTILITY SYSTEMS

# Why Advanced

## Product

- Ease of Use
- Customer Centric
- Robust Functionality

## People

- Utility Experience
- Customer Driven
- Customer Focused

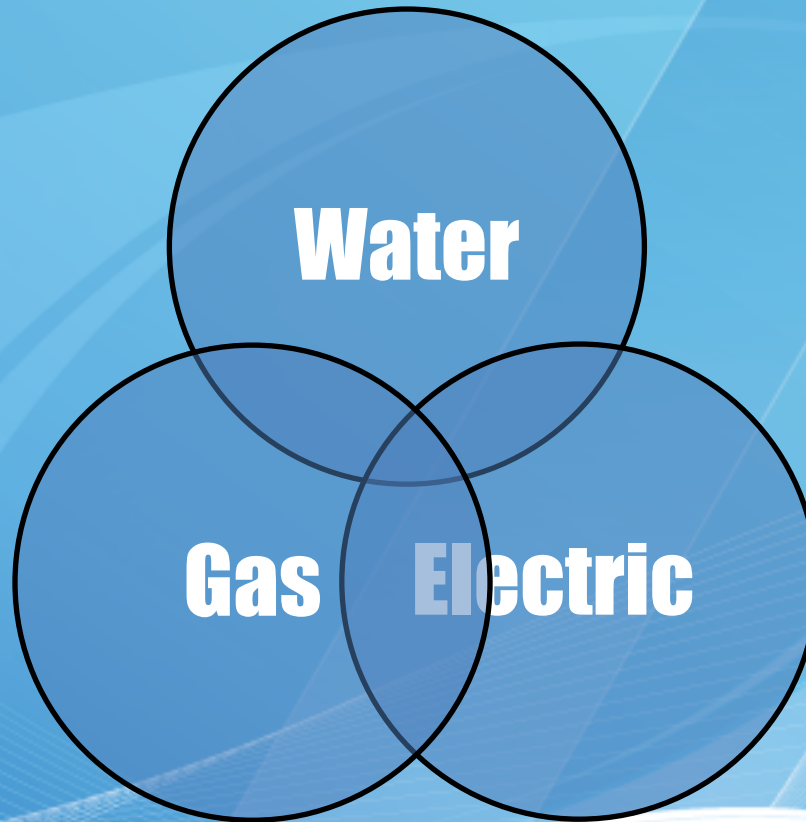
## Process

- Award Winning
- Structured Approach
- Risk Management & Mitigation

**ADVANCED**  
UTILITY SYSTEMS



# Advanced Customers



SAINTPAULMINNESOTA

The most livable city in America.



Chester Water Authority



**ADVANCED**  
UTILITY SYSTEMS

# Product Offerings



# iPhone App





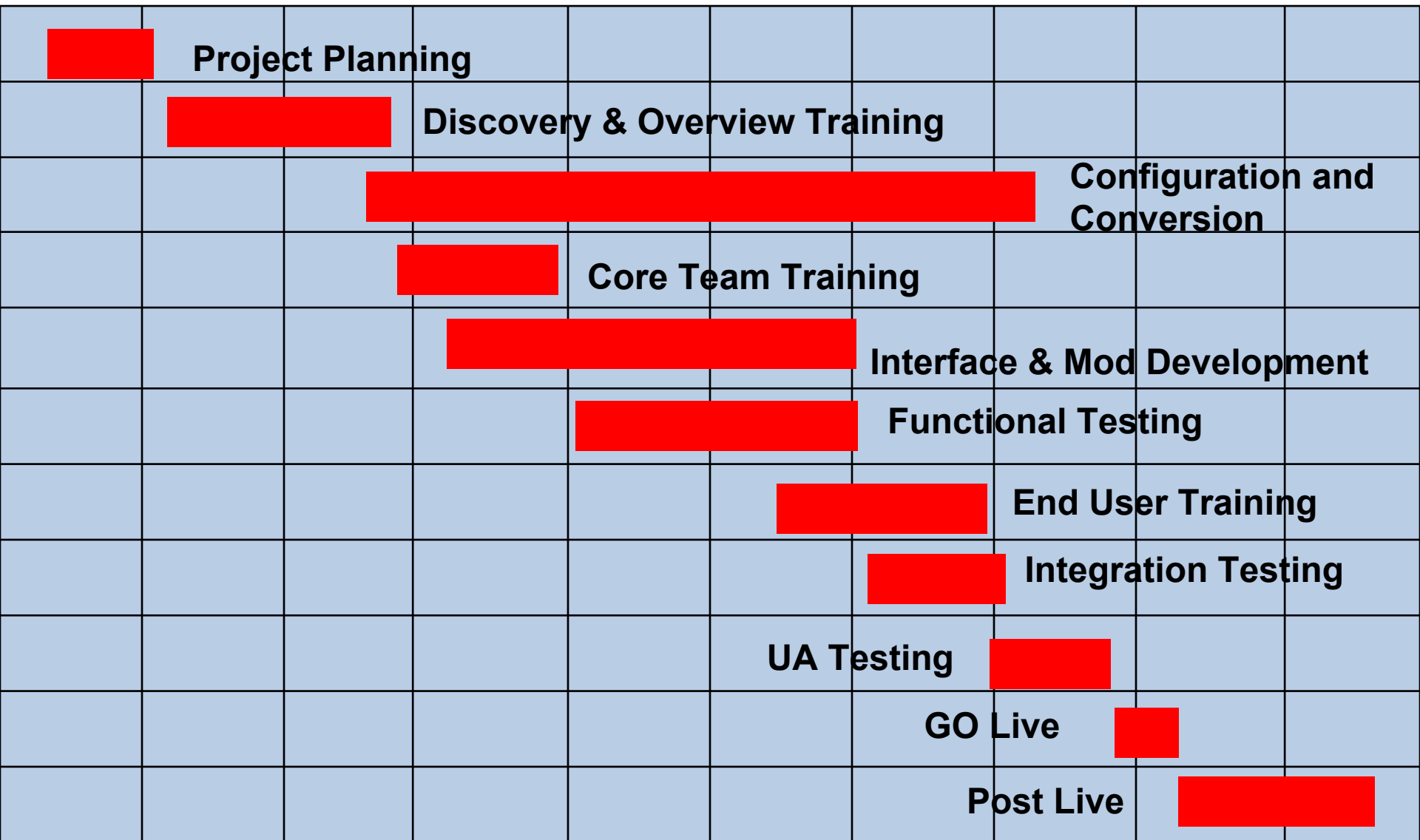
# Awards and Recognition

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**ADVANCED**  
UTILITY SYSTEMS

# Implementation Methodology



# CIS Infinity highlights...

## ❖ **Ease of Use**

Intuitive Solution (Reduced time from hire to front line)  
One click to all information

## ❖ **Access to Data**

Better, faster information for decision support  
Reporting is a strength

## ❖ **Automation**

Improved Operational Efficiency and Savings  
Reduce Manual Processes

## ❖ **Rate Engine**

Powerful rate engine to meet all of a utilities rate requirements

## ❖ **Integration to other systems**

All interfaces will be scoped and delivered during the project.

**ADVANCED**  
UTILITY SYSTEMS

# Grand Island Benefits

- ❖ **Meter Reading – Northrop Grumman Logicon**
- ❖ **Billing – pre-billing**
- ❖ **Multi-lingual letters and notices**
- ❖ **Backflow**
- ❖ **Collections**
- ❖ **Security**
- ❖ **Credit Card (Payment Gateway)**
- ❖ **Electronic Bill Presentment integration to CIS**
- ❖ **Mobile Service Orders integration to CIS**
- ❖ **Financials integration**
- ❖ **Manage Documents within CIS**
- ❖ **Budget Billing**

**ADVANCED**  
UTILITY SYSTEMS

# SOLUTIONS

Customer Driven, Forward Thinking Solutions

Providing software systems and services to utilities that need the right solution for the long term.

[www.advancedutility.com](http://www.advancedutility.com)






# SOLUTIONS

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# Providing utilities with a complete solution

The complete Advanced solution includes customer information and utility billing software, consulting, extensive technical support, regular upgrades and improvements, and the establishment of a solid, productive relationship. Advanced is committed to working with you to establish a long-term working relationship that will meet your immediate needs and serve you well into the future.

# Advanced Applications

A new customer information and billing solution is a long-term investment. The Advanced suite of applications ensures you have the tools you need to fully address your utility's business requirements no matter what the future holds.

## CIS Infinity®

CIS Infinity is our flagship customer information and billing software application that has a solid history of providing comprehensive, reliable, and cost-effective services to utilities.

### **Comprehensive functionality**

CIS Infinity has unmatched functionality available standard, which means a utility can meet all of its needs and more without expensive customization.

As part of our commitment to working with our customers, the majority of the features included in CIS Infinity are customer-driven. As a result, CIS Infinity is a solution that is always up-to-date that includes enhancements that are relevant to your utility's specific needs.

### **Reliable architecture**

CIS Infinity is an application built using Microsoft development tools. As a Windows application, the client software resides on the desktop and integrates with all industry standard desktop productivity tools. CIS Infinity's architecture has resulted in proven reliability.

We continue to implement proven approaches and are committed to staying technologically advanced.

### **Easy-to-use interface**

CIS Infinity is easy to navigate and use. Users access key information on a single screen – no need to jump from screen to screen to obtain customer information and perform routine billing functions. This makes training and user adoption faster and easier and ensures that users will get the most value from our solution as soon as possible.

In addition, CIS Infinity is available in multiple languages including French and Spanish.



“We needed a user-friendly product that functionally, would align with our business rules. We also wanted a system that would allow us to provide more online self-serve opportunities for our customers in the future. After demonstrations, reference checks and site visits, we found Advanced’s CIS Infinity to be the clear leader and the best fit with the City of Boise.”

**Heather Mink**

Utilities Administrative Director  
City of Boise, ID

“After an exhaustive search of many products, the selection team was unanimous that CIS Infinity provided the depth and breadth of functionality with the access to data and ease of use that would enable us to meet our goal of world-class service.”

**Fred Angel**

Customer Operations Administrator  
Chesterfield County Department of Utilities, VA

# For Business Process Experts and System Administrators

## Configuration tools

All business rules, automation, and rates are set up with sophisticated configuration tools. CIS Infinity is not “hard coded” to meet the requirements of a single client, but is configured to suit your needs. As a result, implementation is faster, cheaper, and more reliable. And when new requirements emerge in the future, your System Administrator or Advanced technical staff makes the changes, instead of developers embarking on expensive custom-coding projects.

## Integration and interfaces

CIS Infinity facilitates inexpensive integration to a multitude of applications, including:

- Financials
- Centralized Cashiering
- Work Order Management, CMMS
- Interactive Voice Response
- Meter Reading, AMR, AMI
- Geographical Information Systems
- Meter Data Management
- Web Presentment
- Payment Kiosks
- Mobile Solutions
- And more

CIS Infinity also provides full integration with popular productivity suites, and the ability to upload files — images, documents, and so on — and attach them to accounts.

## Workflow and Automation

CIS Infinity provides the ability to automate repetitive tasks in a way that reduces work effort while improving customer service. A System Administrator can configure CIS Infinity to respond to specific events with a set of automated actions that includes any combination of: e-mails or letters to customers; service orders; financial transactions; messages on bills; tasks assigned to other users or departments; notes on customers' accounts, key customer comments (e.g. cash only), and more.

For example, CIS Infinity can be configured to respond to the posting of a return check transaction with any combination of the following automated processes: generating a letter to the customer; assigning a task to contact the customer; assessing a return check fee; putting a message on the customer's next bill; adding a cash-only comment to the customer's account affecting the customer's credit rating; and more, all without manual intervention.

Actions can be generated for an individual customer or a selected group of customers using complex criteria defined by users.

## Scheduling key processes

A System Administrator can schedule key processes to run automatically at particular times and dates, on particular machines, and still maintain precise control over the processes with detailed log files and email notifications of job status. As a result, staff can focus on front-line priority issues instead of routine scheduling tasks. As well, unused hardware capacity can be put to good use anytime of the day.

## Security and auditing

With CIS Infinity, System Administrators can easily implement a thorough and reliable security policy, configure rules for individual users and user groups, and audit and encrypt information.

The CIS Infinity security model is based on objects — a security rule can be applied to any object in the application, from individual fields and menu items to entire forms. Security options include hiding interface elements, making fields mandatory, setting default values and format masks, and giving users read-only access.

In addition, CIS Infinity is Payment Application Data Security Standard (PA-DSS) compliant. By being PA-DSS compliant, CIS Infinity provides utilities with a solution that protects customers' sensitive data based on the PCI Security Standards, a credit card industry requirement. CIS Infinity is also in compliance with the Federal Trade Commission's Red Flag Rules.

## Database and server options

Once you find the CIS vendor that provides the functionality, implementation methodology, and ongoing





support you need, you should not be limited by the solution's failure to operate with the database and hardware environment you choose. For this reason, CIS Infinity offers several options that include SQL Server or Oracle, and Windows or UNIX, allowing you to make the most of your technical investments.

# CIS Infinity<sup>®</sup> key capabilities and benefits

## Customers, accounts and services

- Review and maintain all customer information from a single screen — accounts, services, meters, billing and transactions, service orders, moving customers, collections, payment plans, and more.
- Find customers and accounts quickly with an easy-to-use interface, sophisticated filters and search criteria.
- Automate communications with customers, attach files to customers, track time spent with customers, and assign tasks to other users.

## Rate Engine

- Unique rates for specific meters, budget structures, services, customers and accounts.

“Water budget billing is an important component of the City’s long term water conservation strategy. The CIS Infinity system provides the flexibility to deliver a very complex water budget rate model.”

**Bronwyn Weygandt**  
Billing Services Supervisor  
City of Boulder, CO

- Extensive control over your rate structure, even its most complex elements, without any customizing.
- Unlimited rates and unlimited elements within each rate.
- Completely configurable pro-rating, conservation and water budget rates, billing for interval meters, and fully integrated functionality for deregulated markets.

## Bill Processing

- Consolidated bills for large industrial or government accounts.
- Real-time transactions eliminate the need for day-end processing.
- Cancel and re-bill inaccurate bills in one step.
- Fully customizable bill print format, for printing in-house or by a third party.
- Precise exception checking, usage quoting and estimating.

## Collections

- Improve revenue management with automated, configurable, rule-based collections processes.
- Real-time account updates based on collections activity.
- Automatically quote deposits, set up payment arrangements and loans.
- Multiple types of pre-authorized payment plans, with automatic reconciliation.

## Service Orders

- Automatically issue service orders in response to a variety of events, including billing exceptions and collections activity.
- Track, organize and edit service-based and meter-based service orders, and view detailed history by pending status or any other criteria.

## Reporting

- Robust reporting tools help manage customer service, revenue stream and business processes.
- Embedded, easy-to-use report builder requires no third-party software.
- Hundreds of pre-configured reports, all of which can be modified, saved and shared.
- Instantly export any data grid from the main inquiry form to a spreadsheet.
- Comprehensive Entity Relationship Diagrams and Data Dictionary.

## Inventory Management

- Track detailed inventory information, with real-time updates based on field activity.
- Manage testing schedules and view installation history.
- Manage meters for any service you provide, including digital meters, smart meters, interval meters, transformers, service entrances, backflow devices and more.

## Cash and Payments

- Full integration with billing data, cash drawer hardware, pre-authorized payment plan bank files and financial applications.
- Easily accept any type of payment including credit card and debit card.
- Automatic, fully configurable payment allocation.
- Accept payments for non-utility and miscellaneous billing items.



# CIS Infinity<sup>®</sup> Suite:

CIS Infinity Suite is a group of solutions that we offer that complement our flagship customer information and billing system.



From online customer self-service and mobile service order management, to central cash receipting and work order management systems, you are able to leverage CIS Infinity Suite to enhance customer service operations, increase revenue and minimize costs.

In addition, each solution is integrated seamlessly and in real-time to CIS Infinity.

**Infinity.Link** is our Internet self-service solution that streamlines your customer service function. It allows your customers to look up consumption history, log service calls, review and pay for their account balance, print bill history, and submit meter readings, 24 hours a day, seven days a week.

**Infinity.Mobile** is our mobile service order management solution that reduces paperwork and increases accuracy of the service order process through an easy-to-use web-based dispatch application. With Infinity.Mobile field technicians are able to receive, work on, update and close service orders in the field.

**Infinity.eXpress** is our customer self-service payment station (kiosk) that reduces customer service lines and increases revenue. It uses touch screen technology and can be deployed anywhere a utility wishes to collect payments. Customers can also utilize it for items such as changing their billing address or requesting a service order.

**Infinity.Teleconnect** is our integrated IVR solution that provides you with the ability to increase call capacity with automated call handling. It also makes your workflow more efficient and assists in improving collections through auto dial capabilities.

**Infinity.EasyPay** is our integrated enterprise wide cashiering and payment management solution that offers centralized audit, deposit and financial reporting of all payment activity across your organization. With Infinity.EasyPay you can offer your customers a one-stop-shop to transact all of their payment requirements relating to utilities, taxes, permitting, licensing, fees, fines, etc.

**Infinity.Works** is our integrated work order and asset management solution. It provides a real time interface to work order management solutions to give you complete control over the service order and work order process. With Infinity.Works double entry of data is eliminated and data quality is improved.

“We are really pleased with Infinity.Link. Our customers have been very receptive. It has enhanced our customer service functions including increasing our ability to take credit card payments over the Internet.”

**Patty Kutches**  
Revenue Operations Supervisor  
City of Santa Rosa, CA



# Our Proven Methodology

Advanced believes that when it comes to purchasing and deploying a new customer information system, success rests not only on the quality and stability of the software, but on the strength of the professional services that back it up.

We utilize a phased approach that has been proven at over 100 customer sites. Our methodology is built around the Discovery workshops ensuring that we thoroughly understand your existing and future business processes so that you incorporate best practices into your live CIS Infinity system.

## Project Start-up

More than simply marking the beginning of the implementation effort, the Project Start-up phase lays the groundwork for the entire deployment - all geared toward ensuring a smooth rollout. Project Start-up includes the project plan, data extraction, initial conversion, and system configuration and installation.

## Conversion

Where Project Start-up focused on laying the groundwork for the implementation, this phase involves the conversion of data from the utility's current system(s) to CIS Infinity.

Advanced takes a prudent, meticulous, rigorous approach to data extraction and conversion. From the initial assessment of your data to the extensive post-conversion testing, our conversion methodology gives utilities confidence that the backbone of their business is in good hands.

## Design

This phase includes the Discovery workshops and the configuration of rules within CIS Infinity. The Discovery workshops are intended to assist clients in shaping their business processes within CIS Infinity using best practices.

Since CIS Infinity is functionally robust, you have the flexibility to execute your business processes in a way that makes the most sense for your utility.

## Testing

The Testing phase concentrates on checking for faults. Advanced has a proprietary process that tests and validates your implementation against your current system, and trains your core team in conjunction with the validation process.

## Training

With an eye on ensuring a smooth deployment and rapid user adoption, Advanced provides both End-user and System Administrator training as an essential part of its implementation methodology.

Advanced will develop a customized training plan prior to offering hands-on training to small groups of users based on their job requirements and level of experience.

## Go Live

Advanced provides support throughout each of the final steps of the implementation. During this phase, the Advanced Project Manager coordinates all activity, Training Specialists are on hand, and Technical and Conversion Specialists are available for on-site and remote support.

## Post Go Live

Advanced continues to provide on-site support to ensure your staff makes the transition to CIS Infinity with confidence. Our commitment to training and client support means that we do not leave until your staff has everything they need to do their jobs.

“With the implementation itself we knew the data conversion would be complex and that a lot of coordination would be needed for the go-live. We were impressed with the accuracy in which the data conversion was completed. We also appreciated the additional help and extra organization Advanced provided towards the end to help drive us through to go-live.”

### Jim Ollerton

Director of Information Technology  
Elsinore Valley Municipal Water District, CA

## Ongoing Maintenance and Support

Advanced clients have a variety of dependable support options including web-based issue reporting and tracking, toll-free telephone support and more available 24 hours a day, 7 days a week. Furthermore, Advanced periodically issues new releases of the CIS Infinity software, which customers receive as part of their support and maintenance package.



# About Advanced Utility Systems

## Customer Driven, Forward Thinking Solutions

Advanced Utility Systems was established in 1997 to provide Customer Information and Billing solutions exclusively to utilities and municipalities.

Having established itself in Ontario, one of the largest deregulated electric markets in the world, Advanced has become a reliable and proven organization for water, electric, gas and sanitation service providers in the diverse CIS market. Today, Advanced has more than 100 successful customer deployments across North America, Central America, South America and the Caribbean which proves our depth of experience when it comes to delivering a market leading solution.

Advanced has built its organization around its core competency: serving utilities' needs with state-of-the art software and support. Technically strong, approximately 90% of its staff are devoted specifically to Development, Support, and Customer Service.

Wholly owned by N. Harris Computer Corporation (Harris), Advanced is recognized as its own entity within the organization. Harris in turn is governed by Constellation Software Inc. a publicly traded company on the Toronto Stock Exchange (CSU).

Advanced provides its customers with the commitment and focus of a dedicated partner with the financial strength of a large organization.

### Contact Us:

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## **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **N. HARRIS COMPUTER CORPORATION**, hereinafter called the Proposer, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for request for proposals to be published for *Software for the Billing and Collection of Electric / Water / Sanitary Sewer*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Proposer to be the responsive and responsible proposer, and has duly awarded to the said Proposer a contract therefore, for the sum or sums named in the Proposer's proposal, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Proposer and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Proposer for itself, himself, or themselves, and its, his/hers, or their successors, as follows:

**ARTICLE I.** That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Software License Agreement. .
3. Software Implementation Services Agreement.
4. Support and Maintenance Agreement

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

**ARTICLE II.** That the Proposer shall perform services as detailed in the Software Implementation Services Agreement and the Support and Maintenance Agreement subject to limitations of liability enumerated in these agreements.

**ARTICLE III.** That the City shall pay to the Proposer for the performance of the work embraced in this contract and the Proposer will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **\$932,500** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the Software License Agreement, Software Implementation Services Agreement and the Support and Maintenance Agreement.

The total cost of the Contract includes:

License Fees	\$	245,000
Service Fees	\$	537,000
Estimated Travel Related Expenses	\$	89,250

Support and Maintenance Fees

61,250

Total

\$ 932,500

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Proposer agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Proposer and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Proposer agrees to comply with all applicable Local, State and Federal rules and regulations. The Proposer agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### N. HARRIS COMPUTER CORPORATION

By \_\_\_\_\_ Date \_\_\_\_\_  
Peter Fanous

Title: Executive Vice President

By \_\_\_\_\_ Date \_\_\_\_\_  
Aviva Cohen

Title: Vice President, Finance

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

The contract is in due form according to law and hereby approved.

\_\_\_\_\_  
Attorney for the City

\_\_\_\_\_  
Date

## **SOFTWARE LICENSE AGREEMENT**

**THIS AGREEMENT** made as of the 9<sup>th</sup> day of July, 2013.

**BETWEEN:**

**N. HARRIS COMPUTER CORPORATION**  
("Harris")

- and -

**CITY OF GRAND ISLAND**  
("Organization")

### **RECITALS**

1. Harris owns the Software (as defined below);
2. The Organization wishes to acquire a license to utilize the Software
3. Harris wishes to grant the Organization a license to utilize the Software.
4. The Organization and Harris agree to enter into three (3) separate agreements each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

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

### **ARTICLE I. INTERPRETATION**

#### **Section 1.01 Definitions**

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

- (a) **"Agreement"** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.

- (b) **“Completion of Services”** shall have the definition ascribed to it in the Software Implementation Services Agreement.
- (c) **“Concurrent User License”** means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule “A”.
- (d) **“Confidential Information”** means, with respect to a party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.
- (e) **“Designated Computer System”** shall mean the Organization’s platform and operating system environment which is operating the Software.
- (f) **“Documentation”** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.
- (g) **“License”** means the license granted to the Organization pursuant to Section 2.01 hereof and includes both a Concurrent User License and a Site License.
- (h) **“License Agreement”** means this Software License Agreement.
- (i) **“Release”** means an Update and an Upgrade.
- (j) **“Required Programs”** have the meaning set out in Section 3.03.
- (k) **“Site License”** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.
- (l) **“Software”** means the software products that are listed in Schedule “A” and to which the License applies.
- (m) **“Update”** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.
- (n) **“Upgrade”** means a major overhaul of the Software which is a complete new version of the Software.



- (o) “User” means any employee of Organization or any of Organization’s agents who are authorized by Harris pursuant to the terms of this License Agreement to have access to the Software.

### **Section 1.02 Currency**

Unless otherwise specified, all references to amounts of money in this License Agreement and the related Schedules refer to U.S. currency.

### **Section 1.03 Schedules**

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

Schedule “A” - Description of Software

Schedule “B” - License Fees & Payment Schedule

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

## **ARTICLE II. SOFTWARE LICENSES**

### **Section 2.01 Grant of Licenses**

- (a) Subject to the terms and conditions of this License Agreement, Harris hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the “License”) in consideration for the payment of the License fees. All Releases installed by Organization are subject to this License.
- (b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Organization’s facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris.
- (c) Any License granted under this License Agreement permits the Organization to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training

materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The Organization shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

- (d) The Organization may duplicate Documentation, at no additional charge, for the Organization's permitted uses so long as all required proprietary markings are retained on all duplicated copies.
- (e) The Software is licensed to the Organization on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".
  - (i) A Concurrent User License permits the Organization to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).
  - (ii) A Site License permits the Organization to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. Organization requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The Organization may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

- (f) As between Harris and Organization, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

## **Section 2.02 Term of License**

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

## **Section 2.03 Restrictions on Use**

- (a) Without limiting the generality of the License granted in Section 2.01 and the other restrictions listed therein, Organization shall not, and will not allow, direct or authorize

(directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit Organization to do otherwise.

- (b) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

#### **Section 2.04 Ownership of Software and Confidential Information**

- (a) The Organization acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in Section 2.03, the Organization agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.
- (b) The Organization will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the Organization is complying with its obligations, Organization shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide Organization with reasonable notice of any such audit.

#### **Section 2.05 Ownership and Disposition of Documents**

- (a) The parties agree that no materials or documents are being created for Organization by Harris under this License Agreement as of the effective date. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.

- (b) Only where the Organization requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the Organization shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the Organization so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant statement of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the statement of work will describe the license for such pre-existing Harris materials.

### **ARTICLE III. REPRESENTATIONS AND WARRANTIES**

#### **Section 3.01 Warranty of Performance**

Harris warrants to the Organization that:

- (a) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the Organization has the Required Programs and the hardware meets the requirements of Section 3.03 (b). The Organization's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.
- (b) it has the full right, authority and power to enter into this License Agreement and to grant to the Organization the Licenses and rights conveyed by this License Agreement; and
- (c) the Software is an original work of authorship.

#### **Section 3.02 No Other Warranties**

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization or will meet the Organization's requirements and satisfy its intended results;
- (b) that the operation of the Software will be error free.

### **Section 3.03 Required Programs**

- (a) The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the “**Required Programs**”), as detailed in the attached Schedule “A”. The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.
- (b) Organization’s hardware must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Harris determines that Organization’s hardware is not of sufficient quality, condition and repair, Harris shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification

### **Section 3.04 Exclusions to Warranty**

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

- (a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where Organization has taken any action which is expressly prohibited by the Documentation or this License Agreement;
- (b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;
- (c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;
- (d) Organization’s failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or
- (e) natural disasters, power surges, lightning strikes, and the like.

## **ARTICLE IV. FEES AND PAYMENTS**

### **Section 4.01 Fees and Payments**

- (a) The Organization agrees to pay Harris total license fees detailed in Schedule “B”, which is not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule “B”. The License is subject to the full payment of the license fees.
- (b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement Organization shall pay the applicable license fee as outlined in Schedule “B” after approval of the submitted claim by City Council. Council meets the second and fourth Tuesday of the month.

## **ARTICLE V. REMEDIES, LIABILITY AND INDEMNITY**

### **Section 5.01 Remedies and Liability**

- (a) Termination of this License Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this License Agreement. The parties agree that in all such circumstances the Organization’s remedies and Harris’s liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this License Agreement.
  - (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS’S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (c) HARRIS’S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.03, BOTH PARTIES AGREE THAT HARRIS’S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DIRECT DAMAGES RELATING TO OR ARISING UNDER THIS LICNESE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO HARRIS BY THE ORGANIZATION IN CONNECTION WITH THIS LICENSE AGREEMENT.
  - (ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER

DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

#### **Section 5.02 Intent**

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

#### **Section 5.03 Intellectual Property Indemnity**

- (a) In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, Harris shall, at its expense, defend and indemnify Organization and pay any final judgment (including all damages awarded against Organization) against Organization or settlement agreed to by Harris on Organization's behalf. This indemnity is only effective where (i) Organization has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Organization assists and provides information to Harris throughout the action or proceeding, and (iv) Organization has not modified the Software in any manner whatsoever except with the prior written consent of Harris. Any breach by Organization of its covenants under this Section 5.03 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, Organization agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the Organization the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

- (b) The foregoing states Harris's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof.
- (c) Organization may, at Organization's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

#### **Section 5.04 Remedies**

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

### **ARTICLE VI. GENERAL**

#### **Section 6.01 Confidentiality**

- (a) Duty Owed to the Organization -- Harris acknowledges that it may receive information from the Organization or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Harris agrees:
  - (i) to maintain this information in confidence;
  - (ii) not to use this information other than in the course of this License Agreement;
  - (iii) not to disclose or release such information;
  - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Harris; and
  - (v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.
- (b) Duty Owed to Harris -- The parties agree that if the Organization breaches any term of Section 2.03 or Section 2.04 then Harris shall have the right to terminate this License



Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

### **Section 6.02 Termination**

- (a) If either party should fail to comply with its obligations under this License Agreement, the other party must notify the breaching party in writing of such default (a “Default Notice”). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this License Agreement.
- (b) If Organization has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the License and this License Agreement immediately without complying with Section 6.04.

### **Section 6.03 Procedure on Termination**

- (a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have either been returned to Harris or deleted.
- (b) If this License Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Article II.
- (c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.
- (d) The following sections and articles shall survive the termination of this License Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

### **Section 6.04 Mediation**

Except where this License Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to

this License Agreement or the relationship created by this License Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

#### **Section 6.05 Addresses for Notice**

Any notice required or permitted to be given to any party to this License Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below.

Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

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

and in the case of the Organization, to:

CITY OF GRAND ISLAND  
100 E First St  
PO BOX 1968  
Grand Island, NE 68802  
Attention: Jaye Monter, Finance Director  
Telephone: 308-385-5444 x169

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

#### **Section 6.06 Assignment**

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

#### **Section 6.07 Reorganizations**

The Organization acknowledges that the License fee set out in this License Agreement has been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this License Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 6.06 will apply, or a Reorganization, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

#### **Section 6.08 Entire Agreement**

This License Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein with respect to the License of the Software. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. However, the parties agree that two other agreements are being entered into concurrently with this License Agreement. These two other agreements are the Support and Maintenance Agreement and the Software Implementation Services Agreement, each of which are separate agreements and are binding in their own right and upon their own terms.

#### **Section 6.09 Section Headings**

Section and other headings in this License Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

#### **Section 6.10 Governing Law**

This License Agreement shall be governed by the laws of the State of Nebraska. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement.

#### **Section 6.11 Invalidity**

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

#### **Section 6.12 Waiver**

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

#### **Section 6.13 Counterparts**

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

#### **Section 6.14 Further Assurances**

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

#### **Section 6.15 Allocation of Risk**

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder.

**IN WITNESS WHEREOF** the parties hereto have duly executed this License Agreement to be effective as of the date first written above.

**N. HARRIS COMPUTER CORPORATION**

Per: \_\_\_\_\_  
Name: Peter Fanous  
Title: Executive Vice President

**N. HARRIS COMPUTER CORPORATION**

Per: \_\_\_\_\_  
Name: Aviva Cohen  
Title Vice President, Finance

**CITY OF GRAND ISLAND**

Per: \_\_\_\_\_  
Name: Jay Vavricek  
Title: Mayor

**Schedule "A"**  
**Description of Software**

Software	License Type	Quantity
CIS Infinity	Concurrent User License	30
Infinity.Link	Site License	1

CIS Infinity is 32 -bit object-oriented software that operates in a Windows 2000/XP/2003/7 environment. The basic package is comprised of the following individual modules and sub-modules that perform the basic functions of a billing and customer service operation and includes all related media and other materials:

MODULES AND SUB-MODULES	
<ul style="list-style-type: none"> <li>• Alerts/Actions</li> <li>• Advanced Reports</li> <li>• Billing <ul style="list-style-type: none"> <li>• Auto Final Bill</li> <li>• Bill Re-print</li> <li>• Bill Journal</li> <li>• Cancel-Re-bill Process</li> <li>• Cycle Billing</li> <li>• Estimating</li> <li>• Exceptions</li> <li>• Final Billing</li> <li>• Pre-Exceptions</li> <li>• Regular Billing</li> <li>• Manual Billing</li> <li>• Flat Rate Billing</li> <li>• Service Add/Remove</li> </ul> </li> <li>• Cash Register <ul style="list-style-type: none"> <li>• Bill Payment</li> <li>• Credit Card Authorization</li> <li>• OCR/Barcode Scanning</li> <li>• Receipt Printing</li> <li>• Sundry Payments</li> </ul> </li> <li>• Collections <ul style="list-style-type: none"> <li>• Arrangements</li> <li>• Assistance Agency</li> <li>• Bankruptcy</li> <li>• Credit Rating</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Customer Service Inquiry</li> <li>• Financial Reports</li> <li>• Inventory Management <ul style="list-style-type: none"> <li>• Backflow Device</li> <li>• Electric Meter</li> <li>• Gas Meter</li> <li>• Instrument Transformer</li> <li>• Key Management</li> <li>• Propane Tank</li> <li>• Solid Waste</li> <li>• Streetlight</li> <li>• Water Heater</li> <li>• Water Meter</li> <li>• Transformer/Loading</li> </ul> </li> <li>• Loans</li> <li>• Memberships</li> <li>• Meter Reading</li> <li>• Move In/Move Out</li> <li>• Multiple Receivables</li> <li>• New Services</li> <li>• Payment Processing <ul style="list-style-type: none"> <li>• Adjustments</li> <li>• Bank File Import</li> <li>• Deposits</li> <li>• Payments</li> <li>• Penalties</li> <li>• Post Dated Checks</li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li>• Disconnect/Reconnect</li> <li>• Late Charge/Discount</li> <li>• Notices</li> <li>• Post-Date Inquiry</li> <li>• Write-Offs</li> <li>• 3rd Party Notification</li> <li>• Contact Management</li> <li>• Correspondence Management</li> </ul>	<ul style="list-style-type: none"> <li>• Third Party File Import</li> <li>• Period End Routines</li> <li>• Point of Sale</li> <li>• Pre-Authorized Payment</li> <li>• Rate Management</li> <li>• Scheduler</li> <li>• Service Orders</li> <li>• Security</li> </ul>
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<p>Infinity.Link</p> <ul style="list-style-type: none"> <li>• Customer Registration</li> <li>• Recent Bill inserts</li> <li>• Utility Tips</li> <li>• Did you Know</li> <li>• Read Meter</li> <li>• Request Services</li> <li>• Make Payments</li> <li>• Moving <ul style="list-style-type: none"> <li>○ Moving-in Services</li> <li>○ Moving-out Services</li> </ul> </li> <li>• Contact Us</li> <li>• FAQ's</li> <li>• View Past bills</li> <li>• View transactions <ul style="list-style-type: none"> <li>○ Export</li> </ul> </li> <li>• Check Utility Usage</li> <li>• Usage Details <ul style="list-style-type: none"> <li>○ Export</li> <li>○ Graphical</li> </ul> </li> <li>• What is New</li> <li>• Help</li> </ul>	<p>Infinity.Link Manager</p> <ul style="list-style-type: none"> <li>• Product implementation</li> <li>• General and Contact</li> <li>• Information</li> <li>• Utility Services</li> <li>• Active Features</li> <li>• Read meter types</li> <li>• Request service types</li> <li>• Contact topics</li> <li>• Pay Bills bank links <ul style="list-style-type: none"> <li>○ Content Management</li> </ul> </li> <li>• Did you know</li> <li>• Utility usage tips</li> <li>• Frequently Asked Questions</li> <li>• What is new</li> <li>• Recent bill inserts</li> <li>• Privacy Policy</li> <li>• Terms of use <ul style="list-style-type: none"> <li>○ Customer Maintenance</li> <li>○ Customer Correspondence</li> </ul> </li> </ul>
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### Required Programs for CIS Infinity Version 3

Application Server Operating System:

Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)

Database Server:

- a) Windows Server 2008/2012 running Microsoft SQL Server 2008 or Higher or;
- b) Windows Server 2008/2012 or Higher running Oracle 9 or Higher or;
- c) Unix/Linux/AIX (any version) running Oracle 9 or Higher

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

Workstation Operating System: Windows XP or Higher (Vista, Windows 7, Windows 8)

*Recommended Workstation Software:*

- a) Microsoft Office (Word/Excel) 2007 or Higher (2010/2013)
- b) NET 4.0 Framework Installed

*Optional Workstation Software:*

ESRI MapObjects run time – used for GIS shape file integration (if applicable)

For Dynamics GP Integration

- a) Dynamics GP 10/2010 and eConnect 10/2010 (API)
- b) .NET Framework 3.5 or higher on the workstation running the Dynamics interface/eConnect

A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

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



## **User Permissions**

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

[\\cisappserver\CISInfinity](#) - for Production

[\\Cisappserver\CISTest](#) - for Test

- Read
- Write
- Modify

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

- Read
- Write
- Modify

## **Required Programs for Infinity.Link**

Application Server Operating System:

- a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
- b) .NET 4.x Framework Installed

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

Supported browsers:

- a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Google Chrome, Apple Safari
- b) Any of the above browsers that are available on popular smartphones and tablets

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

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

**Schedule "B"**

**License Fees and Payment Schedule**

	<b>Description</b>	<b>Quantity/ Hours</b>	<b>Cost</b>
<b>License Fees</b>	CIS Infinity	30 concurrent users and 1 server license	205,000
	Infinity.Link	1 site license	40,000
	<b>Total License Fees</b>		<b>\$245,000</b>
<b>Services Fees</b>	Project Management	400 @ 150/hr	60,000
	Discovery	200 @ 150 hr	30,000
	Data Conversion	450 @ 150/hr	67,500
	Configuration	1,500 @ 150/hr	225,000
	Training	400 @ 150/hr	60,000
	Interfaces & Modifications	320 @ 150/hr	48,000
	Infinity.Link	150 @ 150/hr	22,500
	Post Live Support	160 @ 150/hr	24,000
	<b>Total Service Fees</b>		<b>\$537,000</b>
	<b>Total License and Implementation Service Fees</b>		<b>\$782,000</b>
<b>Travel Related Expenses</b>			<b>\$89,250</b>
	<b>Total</b>		<b>\$871,250</b>

**License Fees - Payment Schedule**

1	On execution of this Agreement	\$122,500
2	On completion of installation of CIS Infinity by Consultant	\$122,500
	<b>TOTAL</b>	<b>\$245,000</b>

### **Service Fees – Payment Schedule**

Organization will be billed monthly by Consultant for milestones completed during the month.  
The service fees milestones are as follows:

<b>Reference</b>	<b>Services Milestone – CITY will be billed monthly for all milestones completed during the month (i.e. one invoice per month).</b>	<b>Invoice Amount</b>
MP1	Project Management Month 1	\$5,400
MP2	Project Management Month 2	\$4,200
MP3	Project Management Month 3	\$4,200
MP4	Project Management Month 4	\$4,200
MP5	Project Management Month 5	\$4,200
MP6	Project Management Month 6	\$4,200
MP7	Project Management Month 7	\$4,200
MP8	Project Management Month 8	\$4,200
MP9	Project Management Month 9	\$4,200
MP10	Project Management Month 10	\$4,200
MP11	Project Management Month 11	\$4,200
MP12	Project Management Month 12	\$4,200
MP13	Project Management Month 13	\$4,200
MP14	Project Management Month 14	\$4,200
MP15	Delivery of Functional Discovery Workshops	\$35,000
MP16	Functional Discovery Document Signoff	\$25,000
MP17	Delivery of Data Conversion Workshop	\$27,500
MP18	Data Conversion Plan Sign off	\$5,000
MP19	Interface & Modification Workshop	\$18,000

MP20	Functional & Technical Specification Signoff	\$25,000
MP21	Mock - up of Custom Report Signoff	\$20,000
MP22	Initial Conversion & Configuration Rollout	\$36,500
MP23	Completion of Core Team Training	\$35,000
MP24	Data Refresh # 2 Load (Functional Testing)	\$30,000
MP25	Functional Testing Sign off	\$15,000
MP26	Data Refresh # 3 Load (ITC #1)	\$25,000
MP27	Integration Testing Cycle 1 Sign off	\$20,000
MP28	Deployment of Interfaces & Modifications	\$5,000
MP29	Data Refresh # 4 Load (UAT)	\$20,000
MP30	User Acceptance Testing Sign off	\$20,000
MP31	Completion of Week 1 to 3 End User Training	\$20,000
MP32	Completion of Week 4 & 5 End User Training	\$20,000
MP33	Go Live	\$30,000
MP34	Completion of Post Live Support month 1	\$25,000
MP35	Infinity Link Services	\$20,000
<b>Total</b>		<b>\$537,000</b>

## **SOFTWARE IMPLEMENTATION SERVICES AGREEMENT**

**THIS AGREEMENT** made as of the 9th day of July, 2013.

**BETWEEN:**

**N. HARRIS COMPUTER CORPORATION**  
("Harris")

- and -

**CITY OF GRAND ISLAND**  
("Organization")

### **RECITALS**

1. The Organization wishes retain Harris to perform the Services (as defined herein).
2. The Organization and Harris agree to enter into three (3) separate agreements each dealing with a separate aspect of the software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

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

### **ARTICLE I INTERPRETATION**

#### **1.1        Definitions**

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

- (a) **"Agreement"** and similar expressions mean this Software Implementation Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.
- (b) **"Change Order"** means any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement.

- (c) **“Completion of Services”** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (d) **“Required Programs”** has the meaning set out in Section 2.3(b) hereof.
- (e) **“Scope of Work”** means the scope of work appended hereto as Schedule “A” delineating, among other things, the Services that will be provided by Harris to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- (f) **“Services”** has the meaning set out in Section 2.1 hereof.

To the extent that a capitalized word is used in this Agreement, should it not be properly defined in this Agreement then it shall have the meaning attributed to it in the Software License Agreement executed concurrently with this Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favour of the definition in this Agreement, to the extent that there is an inconsistency.

## **1.2 Schedules**

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

Schedule “A” -	Scope of Work
Schedule “B” -	Fee Structure & Payment Schedule
Schedule “C” -	Sample Form Change Order
Schedule “D” -	RFP – Harris response to Organization

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

## **ARTICLE II CONSULTING SERVICES**

### **2.1 Harris’s Services**

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

- (a) Oversee and implement the conversion from the Organization's existing software applications to Harris's Software.
- (b) Install the Software and perform necessary set up and configuration operations.
- (c) Provide training.
  - (i) Harris recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.
  - (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
  - (iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.
  - (iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris's then current schedule permits. Harris is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon Harris arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by Harris, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Harris. If additional Services are required because the Organization was not adequately prepared, Harris will provide a Change Order to the Organization for the additional Services.
- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of Harris in the Scope of Work are not binding on Harris and are merely provided for information purposes; the only warranties and representations provided by Harris in respect of the Services and this Agreement are found in Article III.



## 2.2

### **Performance by Harris**

- (a) Manner of Performance -- Harris shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) Harris's Discretion -- Harris shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. Harris will communicate openly with the Organization on its methodology, manner and means.
- (c) Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. Harris agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information. Harris agrees that when it is working on the Organization's premises, its personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- (d) Inquiries by Organization -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.
- (e) Independence -- As an independent consultant, Organization retains Harris on an independent contractor basis and not as an employee.
- (f) Coordination of Services -- Harris agrees to work closely with Organization staff in the performance of Services and shall be available to Organization's staff, consultants, and other staff at all reasonable times.
- (g) Maintenance and Inspection -- Harris shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Harris shall allow a representative of Organization, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. Harris shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless Harris is required to maintain such records pursuant to any law or regulation.

## 2.3

### **Performance by Organization**

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services.
- (b) Required Programs -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in Schedule "A" of the Software License Agreement, and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the Organization has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, Harris shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by Organization sufficiently and to Harris's reasonable satisfaction.
- (c) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (d) Additional Organization Obligations
  - (i) Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by Harris shall be implemented by Organization within thirty (30) days of notification to the Organization by Harris of its availability.
  - (ii) Organization shall notify Harris of suspected defects in any of the Software supplied by Harris. Organization shall provide, upon Harris request, additional data deemed necessary or desirable by Harris to reproduce the environment in which such defect occurred.
  - (iii) Organization shall allow the use of online diagnostics on the Software supplied by Harris to Organization, if required by Harris during problem diagnosis. Organization shall provide to Harris, at Organization's expense, access to the Designated Computer System via the

Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).

- (iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Harris manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Harris and Organization, Organization agrees that such personnel will be trained by Harris or Organization within fifteen (15) days of determination. If Organization desires Harris to perform the required training then Harris shall be compensated in accordance with this Agreement.
- (v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
- (vi) Organization shall have the sole responsibility for:
  - (A) the performance of any tests it deems necessary prior to the use of the Software.
  - (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
  - (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
  - (D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES**

#### **3.1        Warranty**

Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

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

### **3.2           No Other Warranties**

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome.

## **ARTICLE IV FEES AND PAYMENTS**

### **4.1           Fees and Payments**

- (a) The Organization agrees to pay Harris total fees as delineated in Schedule “B”. The fee structure and payment schedule is outlined in the attached Schedule “B”.
- (b) During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Harris shall be paid after approval by the City Council. City Council meets the second and fourth Tuesday of the month.
- (c) The Organization shall reimburse Harris for its direct expenses which are excluded from the total fees amount described in Section 4.1 (a), including, but not limited to courier services, photocopying, faxing and reproduction, all reasonable travel costs including a travel time rate of \$75.00 per hour, meal expenses of not more than \$50.00 per diem, and a \$100.00 per diem for weekend days (no receipts provided) and a mileage charge based on the current Internal Revenue Service recommended rate per mile, long distance telephone calls, and all other reasonable expenses incurred in the performance of Harris's duties. In the event Organization fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due. Organization further agrees, at the request of Harris, to pay a late payment charge to Harris at the rate of two percent (2%) per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is past due; provided, however, that Harris shall not assess the foregoing late payment charge if Organization has been late in paying Harris on less than three (3) previous occasions within the last calendar year.
- (d) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.

- (e) Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from the prices listed in Schedule “B” and such sums (including the payment of the taxes) shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied after delivery of the Services described in this Agreement shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

## **4.2 Change Orders**

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule “C”

## **ARTICLE V REMEDIES AND LIABILITY**

### **5.1 Remedies and Liability**

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE ORGANIZATION IN CONNECTION WITH THIS AGREEMENT.
- (ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

## **5.2        Intent**

The parties agree that the limitation of liability as set out in Section 5.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 5.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

## **5.3        Remedies**

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

## **ARTICLE VI INDEMNITY**

### **6.1        Indemnity**

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

The Organization shall indemnify and save harmless Harris, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments, including reasonable attorneys' fees, expert fees and costs (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any material breach, violation or non-performance by the Organization of any obligation contained in this Agreement to be observed or performed by the Organization, or any wrongful act or negligence of the Organization or its agents or employees which relates to this Agreement, howsoever arising. The Organization acknowledges and agrees that this indemnity shall survive any termination of this Agreement. The Organization shall not be responsible for any Claims resulting, in whole or in part, from the acts or omissions of Harris, its employees, consultants or agents or any third party.

## **ARTICLE VII GENERAL**

### **7.1        Force Majeure**

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

## 7.2

### **Confidentiality**

- (a) Duty Owed to the Organization -- Harris acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Harris agrees:
  - (i) to maintain this information in confidence;
  - (ii) not to use this information other than in the course of this Agreement;
  - (iii) not to disclose or release such information except on a need-to-know only basis;
  - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Harris; and
  - (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

## 7.3

### **Termination**

- (a) Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. The parties may at any time revive this Agreement so that it may be used in relation to a new Scope of Work.
- (b) If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify Harris in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Harris must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Harris fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the Organization may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Harris of only that part of the fee earned by Harris for



those Services performed up to the time of communication of such notice of termination to Harris.

- (c) If the Organization should fail to comply with its obligations under this Agreement, Harris must notify the Organization in writing of such default (a “Default Notice”). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to Harris, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Harris may terminate the whole of this Agreement and in such case the Organization will be responsible for payment to Harris of only that part of the fee earned by Harris for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.
- (d) The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either party in either the Support and Maintenance Agreement or the Software License Agreement.

#### **7.4        Mediation**

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

#### **7.5        Addresses for Notice**

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or

transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

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

and in the case of the Organization, to:

CITY OF GRAND ISLAND  
100 E First St  
PO BOX 1968  
Grand Island, NE 68802  
Attention: Jaye Monter, Finance Director  
Telephone: 308-385-5444 x169

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 7.5.

#### **7.6 Assignment**

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

#### **7.7 Reorganizations**

The Organization acknowledges that where a “Reorganization” occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement. The application of a Reorganization may result in a change in the fees provided for in these provisions.

#### **7.8 Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed

to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

**7.9            Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

**7.10           Governing Law**

This Agreement shall be governed by the laws of the State in which Organization is located.

**7.11           Invalidity**

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

**7.12           Waiver**

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

**7.13           Counterparts**

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

**7.14           Survival**

Section 4.1 and Articles V and VII shall survive the termination and/or expiration of this Agreement.

**7.15           Competitive Bid**

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

**7.16           Further Assurances**

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

**IN WITNESS WHEREOF** the parties hereto have duly executed this Software Implementation Services Agreement to be effective as of the date first written above

**N. HARRIS COMPUTER CORPORATION**

Per: \_\_\_\_\_

Name: Peter Fanous

Title: Executive Vice President

**N. HARRIS COMPUTER CORPORATION**

Per: \_\_\_\_\_

Name: Aviva Cohen

Title: Vice President, Finance

Per: \_\_\_\_\_

Name: Jay Vavricek

Title: Mayor

\_\_\_\_\_

**Schedule “A”**  
**Scope of Work**



# City of Grand Island Scope of Work

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## For the Implementation of CIS Infinity

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# Introduction

The project is defined as the provision of the CIS Infinity comprehensive customer information and billing software, by Harris' Advanced Utility Systems ("Advanced"), to City of Grand Island ("Grand Island"), for its customer information system (CIS) replacement.

The project as outlined in this Scope of Work (SOW) encompasses all aspects of the CIS Infinity implementation, including but not limited to project management, data conversion, software control file configuration and training.

CIS Infinity will replace the current utility billing system in use by Grand Island. CIS Infinity will be installed and configured to meet the customer information and billing needs identified by Grand Island.

## Background

Grand Island has made the decision to replace its legacy customer information system. The current utility billing system will be replaced with a new CIS that is consistent with existing and planned customer service business processes and technology. Grand Island currently manages customer account data through a custom application running on an IBM AS400 platform.

## Objectives

Grand Island will replace its existing system with a customer-centric CIS product software solution. The solution will be functionally rich in the following areas:

- Account Management
- Backflow
- Billing Management
- Credit and Collection Management
- Customer Management
- Customer Self Service
- Financial Management
- Meter Inventory
- Rates Management
- Service Address Management
- Service Order Management
- Usage Management

CIS Infinity is intended to address the following Grand Island objectives:

- **To provide exceptional levels of customer service.** The need for Grand Island to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of Grand Island.
- **To provide for long-term stability of the customer information.** CIS Infinity will be stable and reliable with a product roadmap that shows future support and enhancements. CIS Infinity will be supported by Advanced, easily configurable and upgradeable, meeting Grand Island's business needs for the foreseeable future.

- **To provide for integration across business systems.** CIS Infinity will interface with other applications, current and future, through standard integration techniques.
- **To provide for accommodating growth through technology.** CIS Infinity will be based on current technology.
- **To provide innovation and excellence.** CIS Infinity will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

# Points of Contact

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## Primary Point of Contact (POC)

Name: Patrick Kaup  
Title: Utility Services Manager  
Organization: City of Grand Island  
Address: 100 E First Street, PO BOX 1968, Grand Island, NE 68802  
Phone: (308) 385-5444 x164  
Email: PatK@grand-island.com

## Other Contact(s)

Name: Robyn Splattstoesser Title: IT Manager  
Organization: City of Grand Island  
Address: 100 E First Street, PO BOX 1968, Grand Island, NE 68802  
Phone: (308) 385-5444 x188  
Email: RobynS@grand-island.com

## Project Scope

The scope of this effort is to provide services to Grand Island to assist in the transformation of the customer information system. In this regard, Advanced will provide the following services.

- Project Initiation and Management
- Installation of CIS Infinity and Infinity.Link
- Discovery Analysis
- Configuration and Conversion
- Core Team Training
- Custom Reports Development and Delivery
- Interface and Modification Specification, Development and Delivery
- Software Testing
- End User Training
- Transition to Live
- Post Go Live Support

## Definitions

Name	Definition
Customization	A change to the code base or a structural data model change.
Configuration	Changes to the software without source code or structural data model changes occurring.

# Task 1 – Project Management

Advanced will assign a Project Manager (PM) for the management of this Scope of Work (SOW). The PM will meet with the City Project Manager to discuss the SOW and define the steps to be taken to perform the work. The City Project Manager will approve all deliverables and associated invoices for this task order as well as providing oversight and guidance to ensure that completion of this task order meets Grand Island's goals and budget.

## Subtask 1.1 - Project Planning

Project Planning will consist of developing project control policies and procedures in accordance with standard industry practices for project administration, execution, and tracking. Advanced will coordinate a joint effort with Grand Island to complete the Project Planning. Project Planning will include the following:

### ***Project Plan***

Advanced will coordinate a joint effort with Grand Island to supply a draft **Project Plan** the Friday prior to the Project Kick-off. A preliminary Project Plan based on this Scope of Work is included in Appendix A. Following Grand Island approval, the Project Plan will be used as a baseline for control of the project. Based on Grand Island approved changes, Advanced will be responsible for updates to the Project. The Project Plan will be one program control mechanism used to manage, track, and evaluate Advanced's performance. Advanced will identify all tasks, deliverables, and appropriate milestones where Grand Island information/activity is required and where timeline dependencies for subsequent Advanced activities within the project plan exist. The milestones will be displayed in Microsoft Project 2010.

### ***Advanced and Grand Island Roles and Responsibilities***

Advanced will coordinate a joint effort with Grand Island to identify the Advanced and Grand Island human resource needs and how they will be used to accomplish tasks. A preliminary Table of Responsibilities that identifies deliverables for which Advanced has responsibility and for which Grand Island has responsibility is included in Appendix B.

### ***Issues Management (CustomerWise)***

During Project Initiation as described in Section 3.1, Advanced will provide an overview of CustomerWise, Advanced's online tool for documenting and tracking issues as part of the overall implementation. Each identified user will be enrolled in mycisinfinity.com, Advanced's on-line customer portal, which provides access to CustomerWise. Each identified user will be provided with a user name and password. During Core Team Training, Grand Island will be trained on the use of CustomerWise. Project issues identified by Grand Island will be logged in CustomerWise. Advanced project team members will also use CustomerWise to log any issues that they identify. The Advanced Project Manager will assign ownership, priority and due date for each issue and monitor the status of each issue through to resolution. Outstanding issues will be reviewed during the weekly and monthly project review meetings. Grand Island is responsible for testing of fixes and for confirmation of issue closure.

### ***Risk Management Plan***

Advanced will coordinate a joint effort with Grand Island to document how risks are systematically identified, analyzed and managed throughout the project. The Risk Management Plan will include descriptions of how the risks will be/were determined, including planning methodology, assumptions and decisions. A risk matrix will be used to identify probability-impact ranking. Each risk will have an appropriate strategy. This includes identifying who monitors and controls risk during the project.

## ***Communication Plan***

Advanced will coordinate a joint effort with Grand Island to document how the project ensures timely and appropriate generation, collection, dissemination, storage, and disposition of project information. It includes descriptions of how communication requirements will be/were determined and met, including any assumptions. It will also define responsibilities for both internal and external communication. The Communication Plan will be composed of three components within the document, as shown below.

- 1) Project Communication Plan – Advanced will produce this document for Grand Island. See Appendix C for a draft Project Communication Plan.
- 2) Grand Island Employee Communication Plan – Grand Island will produce this document
- 3) External Communication Plan –Grand Island will produce this document

## ***Change Order Plan***

Advanced will coordinate a joint effort with Grand Island to document a Change Order process. The Change Order Plan will identify how changes and their impact on the project will be identified, documented and communicated to Grand Island. Appropriate sign-off channels will be developed for Change Order approval. A draft Change Order Plan is included in Appendix D.

## ***Training Plan***

Advanced will coordinate a joint effort with Grand Island to document how users will be trained on the CIS Infinity product taking into consideration the software configuration completed as a result of the Functional Discovery Analysis. The Training Plan will include training matrices that outline what users (technical, core team, and end users) will learn in each class and will describe course material.

## ***On Site Project Facilities***

Grand Island will provide desk space for the Advanced team members while on-site at Grand Island. Grand Island will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN. Grand Island will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection

Grand Island shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for up to ten users. The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

## ***Subtask 1.1 - Deliverables***

<b>Subtask 1.1 Deliverables</b>	<ul style="list-style-type: none"><li>• Advanced and Grand Island Roles and Responsibilities</li><li>• Risk Management Plan</li><li>• Communication Plan</li><li>• Change Order Plan</li><li>• Training Plan</li></ul>
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## Subtask 1.2 - Status Reports

Advanced will have weekly conferences, or as needed, with the Grand Island team to discuss work in progress, issues, actions, etc. Advanced will provide a **Weekly Status Report** documenting these exchanges. The weekly conferences are not replacements for daily interchange but serve as a weekly summary/recap with the Grand Island team and Advanced personnel involved in the task order.

Accompanying monthly invoices, Advanced will provide a summary of project progress, including significant issues resolved and significant issues raised.

## Subtask 1.2 - Deliverables

<b>Subtask 1.2 Deliverables</b>	<ul style="list-style-type: none"><li>• Weekly Status Report</li><li>• Monthly project progress summary with monthly invoice</li></ul>
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## Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both Grand Island and Advanced. The quarterly sponsor review meeting will review progress to date, future actions, and will validate, on a quarterly basis, that the go-live date is still achievable for both parties.

## Subtask 1.3 - Deliverables

<b>Subtask 1.3 Deliverables</b>	<ul style="list-style-type: none"><li>• Quarterly Sponsor Review</li></ul>
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## Task 2 – CIS Infinity Interfaces and Software Enhancements

This task covers the development and configuration of CIS Infinity interfaces to existing Grand Island systems and modifications to CIS Infinity, if any, to meet the Grand Island's CIS needs. All development work completed by Advanced will be communicated, in advance, to the Grand Island Project Manager so that the Grand Island Project Manager has visibility to all Advanced interface development work.

Advanced will document the status of development, whether conducted by Grand Island or Advanced, in the weekly status reports.

### Subtask 2.1 - Interfaces

#### 1. Munis General Ledger and Accounts Payable

The City requires a one-way interface to export general ledger and accounts payable information from CIS Infinity to the Tyler Munis financials general ledger and accounts payable modules.

The General Ledger interface will export in batch a text file containing summarized general ledger journal entries for updated billing, cash and cash adjustment batches from CIS Infinity to the General Ledger module. The Advanced Interface Manager will transfer summarized general ledger information to the General Ledger application as un-posted journal entries where they can then be processed. The general ledger information transferred contains details about the originating batch in CIS Infinity for cross-referencing purposes.

The Accounts Payable interface will export a text file containing customer and refund amount information for the purposes of issuing refund checks to customers in the Accounts Payable module. Refund check transactions would be based on the existing refund transactions configured in CIS Infinity. This will be a periodic batch process.

#### 2. Wells Fargo Payment Import

The City requires a one-way batch interface to import payment information from Wells Fargo. CIS Infinity currently supports the importing of payment information using configurable text file formats defined using the AIM.

#### 3. Meter Reading – Northrup Grumman

The City requires a two-way batch file interface between CIS Infinity and their Northrup Grumman meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/low, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

#### 4. HHS Payment Import

The City requires a one-way batch interface to import payment information from Health & Human Services (HHS). The HHS file is an Excel file that contains account number and payment amount. CIS Infinity currently supports the importing of payment information using configurable file formats defined using the AIM.

#### 5. AMI - Landis+Gyr

The City requires a two-way interface between CIS Infinity and Landis+Gyr (L+G) Gridstream to exchange meter, account and customer information, obtain on-demand reads and issue remote disconnect requests. Advanced will configure the existing L+G integration, which utilizes both MultiSpeak web services and text files, to support the following integration touch points:

- Ability to transfer files to support mass meter exchange process. Advanced will generate mass meter exchange service orders based on configurable criteria. These meter exchange service orders will be exported and defined using the AIM.
- Ability to process meter exchanges in CIS Infinity. Advanced will configure a schedulable process to execute meter exchanges. These updates will be recorded in CIS Infinity, with an option to generate a configurable export file to L+G. Proper notifications will be issued in case the meter exchange data is incomplete or incorrect, and no meter update will occur in CIS Infinity.
- Ability to synchronize meter, account and customer information. Advanced will implement MultiSpeak compliant methods for notifying L+G of any customer, account or meter updates.
- Ability to obtain on-demand read request from Reading History tab of Customer Account Inquiry Form. Advanced will configure MultiSpeak compliant methods to request billing determinants from L+G for the specified account. This will allow the CIS Infinity user to request meter readings in real-time, the latest available in L+G database, or as of a certain date. This functionality will be available from the Reading History tab of the Customer Account Inquiry form.
- Ability to issue remote disconnect/connect request from Disconnect/Reconnect form of CIS Infinity. Advanced will configure MultiSpeak compliant methods to request meter connect/disconnect to L+G. When the CIS user will enter a connect/disconnect in CIS Infinity, an option will be available to allow sending the request to AML.

Additional Note: The City will utilize the TWI platform for credit card processing and ACH processing in place of its existing vendor, US Bank.

In the event that additional interfaces are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 - Change Order Plan, will be followed.

## **Subtask 2.2 – Software Enhancements**

In the event that modifications are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 - Change Order Plan, will be followed.

### **Exclusions**

The following has been excluded from this Scope of Work, unless noted otherwise:

#### **1. Rate Structural Changes**

Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. Advanced will not support a rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document. Any substantial change in rates methodology and deployment will be considered out of scope and will be subject to a Change Order.

#### **2. Third Party Payment Processor**

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. An interface to a third party payment provider is considered customized development. The development of a real time third party interface for payment processing to a payment processor is a minimum \$30,000 development fee and an annual maintenance fee of 25%. Based on the actual third party payment interface the fees may be higher.

#### **3. Loans**

Loans functionality embedded into CIS Infinity is not included as part of the base configuration of CIS Infinity. Due to the variable nature of how loans are defined in the utility industry, Advanced must perform a separate scope session to determine if additional programming is required to meet the specific needs of Grand Island. Once the scope session is complete, a determination of scope will be provided and may result in a change order to meet Grand Island requirements.

## Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to replace CITY OF GRAND ISLAND's current CIS with Advanced's CIS Infinity software. Advanced will implement a phased approach in the lifecycle of this task order as described herein.

### Subtask 3.1 - Phase 1 – Project Initiation

Subtask 3.1		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 1	Week 5	5 weeks

The Advanced PM will work with the CITY OF GRAND ISLAND Project Manager and staff to organize project information for the joint preparation of the **Project Plan** (see Task1). The Advanced PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Plan, including but not limited to the Project Schedule, communication plan, risk plan and the change management plan.
- Server software Installation and desktop installation rollout
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- CustomerWise set-up and overview
- CIS Infinity Entity Relationship Diagram and Data Dictionary delivery
- Project Team Contact List which includes users that need access to CustomerWise
- Overview of the operations of CIS Infinity via WebEx or similar media
- Functional and Data Conversion Discovery agendas delivery and review

The Advanced PM is the primary PM. The Advanced PM will operate the daily activities of the project and work in conjunction with the CITY OF GRAND ISLAND's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

### Subtask 3.1 – Deliverables

<b>Subtask 3.1 Deliverables</b>	<ul style="list-style-type: none"><li>• Conduct Project Kickoff Meeting</li><li>• Initial Project Schedule</li><li>• Software Installation, Installation Training and Installation Report</li><li>• Training Course Syllabus</li><li>• CustomerWise Overview</li><li>• Access to the Data Dictionary</li><li>• Access to the Entity Relationship Diagrams</li><li>• Project Team Contact List</li><li>• System Overview</li><li>• Functional and Data Conversion Discovery agendas delivery and</li></ul>
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	review
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### Subtask 3.2 - Phase 2 –Functional and Data Conversion Discovery Analysis

Subtask 3.2 <sup>1</sup>		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 7	Week 18	12 weeks

The purpose of the Functional and Data Conversion Discovery Analysis phase is to gather detailed business rules and operational information from CITY OF GRAND ISLAND and to provide a starting point for CIS Infinity system configuration. This analysis will provide an association between CITY OF GRAND ISLAND's business practices and the required CIS Infinity configuration.

The Functional and Data Conversion Discovery Analysis phase will be led by Advanced and broken out into functional and data conversion workshops. The workshops review the functional and data conversion areas of the system and are the basis for how Advanced will configure, and convert all of the required business functions, business logic and data in the system. Prior to beginning both functional and Data Discovery, Overview training will be led by Advanced.

Prior to the start of the Functional and Data Conversion Discovery Analysis phase, CITY OF GRAND ISLAND will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- Sample of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out process
- Billing process flow
- All Daily, weekly, Month End and Year End Report Requirements

#### Subtask 3.2.1 - Functional Discovery Analysis Workshops

Advanced will conduct **Functional Discovery Analysis Workshops**. These workshops will be led by Advanced to appropriately review and confirm all required information for these areas listed below. Advanced with CITY OF GRAND ISLAND will identify the necessary CITY OF GRAND ISLAND staff needed to attend these workshops two weeks in advance. Reporting and Bill print will be separate discoveries at a time Indicated in the Project Schedule.

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<sup>1</sup>CITY OF GRAND ISLAND

Advanced will create a **Functional Discovery Document** that will include, at a minimum, the following areas:

**1. Foundation**

Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.

**2. Customer Information**

Review of addresses and phone numbers, lookups and address and occupancy types.

**3. Meters and Meter Inventory**

Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.

**4. Billing**

Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.

**5. Rates**

Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.

**6. Cashiering**

Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.

**7. Collections**

Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.

**8. Move in Move Out**

Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.

**9. Accounting**

Review of General Ledger Setup and chart of accounts for GL/AP processing and refunds processing. Review of Year and month end closing including reporting requirements.

**10. Service Orders**

Review of requirements for full service order processing and follow up actions control.

*Subtask 3.2.1 – Deliverables*

<b>Subtask 3.2.1 Deliverables</b>	<ul style="list-style-type: none"><li>• Functional Discovery Workshop</li><li>• Functional Discovery Document</li></ul>
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***Subtask 3.2.2 - Data Conversion Analysis Workshop***

In addition to Functional Discovery Analysis Workshops, Advanced will conduct a remote or onsite **Data Conversion Discovery Analysis Workshop**. From this workshop Advanced will produce a **Data Conversion Plan**. The data conversion analysis workshop will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify the CITY OF GRAND ISLAND staff needed to attend these workshops two weeks in advance.

Advanced will work with CITY OF GRAND ISLAND to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and CITY OF GRAND ISLAND. The **Data Conversion Plan** will include the data mapping document and data validation parameters.

#### *Subtask 3.2.2 – Deliverables*

<b>Subtask 3.2.2 Deliverables</b>	<ul style="list-style-type: none"> <li>• Data Conversion Workshop</li> <li>• Data Conversion Plan</li> </ul>
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### **Subtask 3.3 – Phase 3 - Interface/Modification Discovery & Specification**

<b>Subtask 3.3</b>		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 16	Week 33	18 weeks

Advanced will conduct a remote or onsite **Interface/Modification Discovery Analysis Workshop**. Advanced will provide an agenda and identify necessary CITY OF GRAND ISLAND staff needed to attend this workshop two weeks in advance. Advanced will review with CITY OF GRAND ISLAND all interfaces and modifications identified in Task 2, to be programmed in CIS Infinity. Advanced will review the specification process and map out the timeline required to complete the specifications, coding, Q/A, deployment, and testing. Below are the minimum topics that will be covered:

- Data source(s) identification; obtain data dictionaries, table relationships, etc.
- Method of moving the data between databases, including the format the data might be in, during the move (e.g., XML, ASCII, staging tables, DTS, etc.)
- Direction of dataflow and frequency of data exchange
- Data validation efforts needed, if any
- Error handling
- Document data mapping from one database to another
- Requirements analysis

Advanced will produce a **Functional Specification Document** and **Technical Specification Document** for review and acceptance by CITY OF GRAND ISLAND.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical (as appropriate) Summary
- Process Overview
- Functional/Technical (as appropriate) Enhancement
- Impact to System Operation



- Questions

Advanced will conduct a review of the documentation with CITY OF GRAND ISLAND remotely to make any changes to the specifications.

### ***Subtask 3.3 – Deliverables***

<b>Subtask 3.3 Deliverables</b>	<ul style="list-style-type: none"> <li>• Interface and Modification Discovery Agenda</li> <li>• Interface/Modification Discovery Workshop</li> <li>• Functional Specification Document</li> <li>• Technical Specification Document</li> </ul>
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### **Subtask 3.4 - Other Discoveries**

#### ***Subtask 3.4.1 - Reports Discovery***

Review of reporting requirements to establish expectations on what reports will be required within CIS Infinity and in what type of preferred format. The discussion will include searches, querying, and a review of CIS Infinity's canned reports. Advanced will outline all the required base reports including but not limited to auditor's, rates, revenue, cash in a **Reporting Matrix**.

<b>Subtask 3.4.1 Deliverables</b>	<ul style="list-style-type: none"> <li>• Reports Discovery</li> </ul>
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#### ***Subtask 3.4.2 - Bill Print Discovery***

Review of all bill print types/notices/receipts including a review of the bill printing and bill re-printing processes.

<b>Subtask 3.4.2 Deliverables</b>	<ul style="list-style-type: none"> <li>• Bill Print Discovery</li> </ul>
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### **Subtask 3.4.3 – Infinity.Link Discovery**

Infinity.Link is an add-on to the CIS Infinity suite of products. This self-service web portal will allow the CITY OF GRAND ISLAND's customers to manage their accounts anytime and anywhere with internet access. Advanced will supply the City with the requirements to setup and configure Infinity.Link along with the necessary training and testing support.

<b>Subtask 3.4.3 Deliverables</b>	<ul style="list-style-type: none"><li>• Installation &amp; Configuration Checklist</li><li>• Administrator and User training (via web and/or telephone conferencing)</li><li>• Testing support</li><li>• Deployment and Rollout of Infinity.Link</li></ul>
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### **Subtask 3.5 – Phase 5 – Configuration and Conversion**

#### **Subtask 3.5.1 – Initial Configuration and Conversion**

<b>Subtask 3.5.1</b>		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 12	Week 33	22 weeks

CITY OF GRAND ISLAND will provide a data extract to Advanced that will be loaded into a development database located at Advanced's office. Advanced will convert CITY OF GRAND ISLAND's data so that it can be loaded into CIS Infinity. Configuration and conversion are tightly integrated in CIS Infinity. Advanced will create validated mapping that ties existing customers' rates to their accounts. Advanced will develop a conversion routine to reflect the requirements of CITY OF GRAND ISLAND.

Advanced's Conversion Specialist will prepare the data conversion to be delivered and loaded onsite with a list of parameters for data validation.

Advanced will supply generic **Conversion and Configuration Test Sheets** to confirm the validity of the data and that the configuration begins to conform to the Functional Discovery document. CITY OF GRAND ISLAND will provide results from testing through the Customer Wise tool which tracks all anomalies.

#### **Subtask 3.5.1 – Deliverables**

<b>Subtask 3.5.1 Deliverables</b>	<ul style="list-style-type: none"><li>• Initial Data Conversion Load</li><li>• Conversion Test Sheets</li><li>• Functional Test Sheets</li><li>• Data Validation Parameters</li><li>• Rollout</li></ul>
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### **Subtask 3.5.2 – Subsequent Data Refreshes**

Advanced will conduct a series of data refreshes until the data conversion and configuration are go live ready.

<b>Subtask 3.5.2 Deliverables</b>	<ul style="list-style-type: none"><li>• Data Refreshes</li><li>• Data Validations</li></ul>
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### **Subtask 3.6 - Phase 6 - Core Team Training**

<b>Subtask 3.6</b>		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 7	Week 19	13 weeks

CITY OF GRAND ISLAND core functional and core technical teams will be trained by Advanced to use CIS Infinity prior to starting system testing. CIS Infinity Core Team Training covers all of the major system components. A full training syllabus is provided in the Training Plan.

Training will show all aspects of CIS Infinity functions. Training will accommodate up to 10 participants.

During training sessions, CITY OF GRAND ISLAND will document any potentially new processes that will , system bugs, set up and conversion issues and process flow deficiencies and input these into CustomerWise. Advanced will assist CITY OF GRAND ISLAND with this process to ensure all items are documented through CustomerWise. Deficiencies can be entered into CustomerWise by CITY OF GRAND ISLAND testers or Advanced testers, users who are given access to the system, and other personnel who may be involved during the Software Testing phase.

The Advanced PM will be proactive in the resolution of items logged in CustomerWise so as not to interrupt the continuity of testing. The Advanced PM will provide responses including analysis and level of effort to fix deficiencies. The Advanced PM or designee will document (in detail) any known work-around solutions and communicate these to the CITY OF GRAND ISLAND Project Manager.

Advanced is responsible for fully testing and correcting any deficiencies found during training. New builds that result from training deficiencies will be data validated by Advanced.

### **Subtask 3.5 – Deliverables**

<b>Subtask 3.5 Deliverables</b>	<ul style="list-style-type: none"><li>• CustomerWise Training for software issue entry and tracking</li><li>• Training Documentation</li><li>• Completion of onsite Instructor-Led Core Team Training</li></ul>
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### Subtask 3.7 – Phase 7 - Reports Development and Delivery

Subtask 3.7		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 5	Week 27	23 weeks

Reports identified as “required” in the Reports Analysis will be documented by Advanced in a **Functional Reports Matrix** that compares the CIS Infinity Report to the existing required legacy report. In many cases, the legacy report may already be configured as a standard report in CIS. If this condition exists, Advanced will match the report names to each other in the report matrix. Any required reports that do not have a standard report match will need to be further discussed during a reports discovery and the CITY OF GRAND ISLAND will need to provide the logic to complete this. The Month-end and Year-end report requirements are included in this report matrix. This section relates only to reports driven out of CIS Infinity and does not cover reports required from 3<sup>rd</sup> party vendors’ software.

#### Subtask 3.7 – Deliverables

<b>Subtask 3.6 Deliverables</b>	<ul style="list-style-type: none"><li>• Report Matrix</li><li>• Month-End Reports matching</li><li>• Year-End Reports matching</li><li>• Other Required Reports</li></ul>
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### Subtask 3.8 – Phase 8 - Interface/Modification Delivery

Subtask 3.8		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 33	Week 46	14 weeks

Once the interface/modification has been developed by Advanced and successfully compiled, CITY OF GRAND ISLAND will be notified that the interface/modification is ready to be released and applied to the CITY OF GRAND ISLAND test environment through an executable or build. Advanced will roll out the modifications into CITY OF GRAND ISLAND test environment remotely. Advanced will ensure that all Advanced development work is put through our Q and A process

#### Subtask 3.7 – Deliverables

<b>Subtask 3.7 Deliverables</b>	<ul style="list-style-type: none"><li>• Deployment and Rollout of Modifications and Interfaces over the period of integration testing cycles.</li></ul>
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## Subtask 3.9 - Phase 9 - Software Testing

Subtask 3.9		
Start	End	Duration
Week 23	Week 50	28 weeks <sup>2</sup>

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support. Each test cycle will have validated testing criteria which determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide CITY OF GRAND ISLAND with generic test scripts. Customization of test scripts to match CITY OF GRAND ISLAND's specific business scenarios is the responsibility of CITY OF GRAND ISLAND. From the test scripts CITY OF GRAND ISLAND will create a **Functional Test Plan**, **ITC Plan** (Integration Testing Cycle), and **User Acceptance Test (UAT) Plan**.

At the start of each test cycle, a full data conversion using a fresh data extract plus all balancing metrics, to be supplied by CITY OF GRAND ISLAND, will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Deficiencies found during the Software Testing Phase will be entered into CustomerWise for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into CustomerWise by CITY OF GRAND ISLAND. CustomerWise maintains a history of analysis and problem resolution.

CustomerWise will be managed and maintained by the Advanced PM and will be reviewed in accordance with the Issue Management process with both Advanced and CITY OF GRAND ISLAND staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in CustomerWise so that they will be resolved within a timely manner. The Advanced PM or designate will document (in detail) any known work around solutions and communicate it to the CITY OF GRAND ISLAND Project Manager.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans where applicable.

The software testing phase is split into the following three test cycles:

### 1. Functional Testing

Functional testing will utilize test scripts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a full meter to cash process. In the review of these individual accounts, CITY OF GRAND ISLAND will be tasked with testing each rate element in the system and completing a rates testing matrix to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end.

#### *Subtask 3.9.1 – Functional Testing Deliverables*

<b>Subtask 3.9.1 Deliverables</b>	<ul style="list-style-type: none"><li>• Functional Test Data Conversion Load</li><li>• Test Scripts</li><li>• Rates Testing Matrix</li></ul>
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### 2. Integrated Testing Cycle (ITC)

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ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub-phases.

- ITC1 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system. Prior to the start of ITC1, another full rollout of data conversion and configuration review is performed onsite or remotely to ensure additional knowledge transfer to CITY OF GRAND ISLAND on how CIS Infinity is configured to meet CITY OF GRAND ISLAND's business needs. Once the rollout is complete, testing of the system through ITC1 will commence to ensure that all system processes are performing as expected. As with the expectations of Functional Testing, ITC1 will have mutually agreed-upon performance and accuracy metrics and criteria to ensure the system is matching the expected results. These performance and accuracy metrics will be presented for approval to CITY OF GRAND ISLAND Project Manager for adoption prior to starting User Acceptance Testing. ITC1 will incorporate testing of interfaces and modifications.

#### *Subtask 3.9.2 – Integration Testing Deliverables*

<b>Subtask 3.8.2 Deliverables</b>	<ul style="list-style-type: none"> <li>• ITC1 Data Conversion Load</li> <li>• ITC1 Test Plan Outline</li> <li>• ITC1 Acceptance Criteria</li> <li>• ITC1 Plan Completion and Signoff</li> </ul>
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### **3. User Acceptance Testing (UAT)**

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with CITY OF GRAND ISLAND to select the integration test scripts that will be used during UAT.

#### *Subtask 3.9.3 – User Acceptance Testing Deliverables*

<b>Subtask 3.9.3 Deliverables</b>	<ul style="list-style-type: none"> <li>• UAT Data Conversion Load</li> <li>• UAT Test Plan Outline</li> <li>• UAT Acceptance Criteria</li> <li>• UAT Plan Completion and Sign Off</li> </ul>
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The Advanced PM will work with CITY OF GRAND ISLAND to ensure that test results for each testing phase provide evidence that CIS Infinity capabilities have been properly integrated and tested in CITY OF GRAND ISLAND's test environment. Advanced will work with CITY OF GRAND ISLAND to support performance tests.

### Subtask 3.9 - Phase 9 - End User Training

Subtask 3.9		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 26	Week 50	25 weeks

Advanced will provide CIS Infinity End User training to CITY OF GRAND ISLAND to secure a working knowledge of CIS Infinity using acceptable adult learning principles. As part of the Training Plan, Advanced will work with CITY OF GRAND ISLAND to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and CITY OF GRAND ISLAND staff attendance needs.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, CITY OF GRAND ISLAND will sign-off on a **Training Session Sign-off Form** signifying that the training session has been completed.

### Subtask 3.9 – Deliverables

<b>Subtask 3.9 Deliverables</b>	<ul style="list-style-type: none"><li>• Completion of onsite Instructor Led End User Training</li><li>• Training Session Sign-off</li></ul>
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### Subtask 3.10 - Phase 10 - Go/No Go Criteria

Subtask 3.10		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 52	Week 55	4 week

Advanced will initiate a process of gauging system readiness that will be measured using jointly-defined Go/No Go Criteria by Advanced and CITY OF GRAND ISLAND to determine if CIS Infinity is prepared for use in a production environment. The criteria will be agreed to by CITY OF GRAND ISLAND Project Manager and documented by Advanced in the **Go/No Go Criteria List**.

The following will be part of the process:

- Review system readiness
- Review staff readiness
- Review organization readiness

### Subtask 3.10 – Deliverables

<b>Subtask 3.10 Deliverables</b>	<ul style="list-style-type: none"><li>• Go/No Go Criteria List</li><li>• Review, Sign-off and Authorization</li><li>• Final Release Data Conversion Load</li></ul>
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### Subtask 3.11 - Phase 11 - Transition to Live

Subtask 3.11		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 56	Week 57	2 week

The Advanced PM will develop a **Cutover Plan** that details the steps and responsibilities for Advanced and CITY OF GRAND ISLAND to transition CIS Infinity to CITY OF GRAND ISLAND production (live) environment. The **Cutover Plan** will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained and data conversion is returned.
- Ordered steps for ensuring balancing of the system
- Delineate whether a test system is refreshed at the same time as production for any required process testing
- Post-cutover test plan and checklist
- Criteria that determine when the system will be turned over to end user staff
- A embedded communication plan
- Agreement with Advanced staff to defer application of updating functions until system processing is in balance



- A formal release that documents that the system has been handed to CITY OF GRAND ISLAND in full balance

The transition to live will have a new data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by CITY OF GRAND ISLAND and the Advanced PM.

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and CITY OF GRAND ISLAND staff.

### **Subtask 3.11 – Deliverables**

<b>Subtask 3.11 Deliverables</b>	<ul style="list-style-type: none"> <li>• Cutover Plan</li> <li>• AR Balancing Sign Off</li> <li>• Rates Sign Off</li> <li>• </li> <li>• Data Conversion Validation Parameters sign off</li> </ul>
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### **Subtask 3.12 - Phase 12 - Post Go Live**

<b>Subtask 3.12</b>		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 57	Week 60	4 week

Advanced will assist CITY OF GRAND ISLAND throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to CITY OF GRAND ISLAND:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Full transition to support Audit (internal to Advanced).
- Introduction and transition to Support.



















Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, CITY OF GRAND ISLAND will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

### **Subtask 3.12 – Deliverables**



















<b>Subtask 3.12 Deliverables</b>	<ul style="list-style-type: none"> <li>• Completion of Post Go Live Support</li> </ul>
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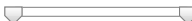







## **Appendix A – Preliminary Project Plan based on this Scope of Work**

Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13
1	<b>Grand Island</b>	<b>35</b>	<b>3,580 ...</b>	<b>280.44 days</b>	<b>Mon 7/8/13</b>	<b>Mon 8/18/14</b>			S
2	<b>Project Pre-Planning</b>	<b>0</b>	<b>54 hrs</b>	<b>7.26 days</b>	<b>Mon 7/8/13</b>	<b>Wed 7/17/13</b>			M
3	Confirm Hardware Delivery	0	0 hrs	1 day	Mon 7/8/13	Mon 7/8/13			
4	Develop Draft Project Schedule	0	40 hrs	5 days	Tue 7/9/13	Mon 7/15/13	3	Project Manager	
5	Develop Draft Risk Plan	0	1 hr	0.13 days	Tue 7/16/13	Tue 7/16/13	4	Project Manager	
6	Develop Draft Communication Plan	0	1 hr	0.13 days	Tue 7/16/13	Tue 7/16/13	5	Project Manager	
7	Develop Draft Change Management Plan	0	1 hr	0.13 days	Tue 7/16/13	Tue 7/16/13	6	Project Manager	
8	Develop Initial Resource Schedule	0	1 hr	0.13 days	Tue 7/16/13	Tue 7/16/13	7	Project Manager	
9	Internal Project Team Kick-off	0	10 hrs	0.76 days	Tue 7/16/13	Wed 7/17/13	8	Application Consultant,	
10	<b>Project Scheduling (On Site)</b>	<b>1</b>	<b>44 hrs</b>	<b>3 days</b>	<b>Tue 8/6/13</b>	<b>Fri 8/9/13</b>	<b>2FS+13 da</b>		
11	Project Kick-off at Grand Island	0	0 hrs	0 days	Tue 8/6/13	Tue 8/6/13			
12	Develop Project Schedule	1	16 hrs	2 days	Tue 8/6/13	Thu 8/8/13	11	Project Manager	
13	ADV - Deliver CIS Product Overview (remote)	0	4 hrs	0.5 days	Thu 8/8/13	Thu 8/8/13	11FS+2 da	Trainer	
14	Develop Draft Risk Plan	0	4 hrs	0.5 days	Thu 8/8/13	Thu 8/8/13	12	Project Manager	
15	Develop Draft Communication Plan	0	4 hrs	0.5 days	Thu 8/8/13	Fri 8/9/13	14	Project Manager	
16	Develop Draft Change Management Plan	0	4 hrs	0.5 days	Thu 8/8/13	Fri 8/9/13	15FF	Project Manager	
17	Develop Initial Resource Schedule	0	3 hrs	0.38 days	Thu 8/8/13	Fri 8/9/13	16FF	Project Manager	
18	ADV - Deliver Training Workbooks	0	1 hr	0.13 days	Fri 8/9/13	Fri 8/9/13	17FF	Project Manager	
19	ADV - Deliver Data Validation Workbook	0	1 hr	0.13 days	Fri 8/9/13	Fri 8/9/13	18FF	Project Manager	
20	ADV - Deliver and review Training Matrix	0	3 hrs	0.38 days	Thu 8/8/13	Fri 8/9/13	19FF	Project Manager	
21	Develop Draft Training Schedule	0	3 hrs	0.38 days	Thu 8/8/13	Fri 8/9/13	20FF	Project Manager	
22	ADV - Deliver Report Spreadsheet	0	1 hr	0.13 days	Fri 8/9/13	Fri 8/9/13	21FF	Project Manager	
23	Grand Island - Start documenting test cases for all testing	0	0 hrs	1 day	Thu 8/8/13	Fri 8/9/13	22FF		



















Project: Pro Forma Project Plan Date: Thu 6/20/13	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13	
									S	M
24	<b>Installation of CIS Infinity</b>	<b>0</b>	<b>32 hrs</b>	<b>16 days</b>	<b>Wed 7/17/13</b>	<b>Fri 8/9/13</b>	<b>2</b>			
25	ADV - Create Generic System	0	8 hrs	1 day	Wed 7/17/13	Thu 7/18/13		Installer DB		
26	ADV - Creat In House system	0	8 hrs	1 day	Wed 7/17/13	Thu 7/18/13		Installer DB		
27	ADV - Install/Config Database Server	0	8 hrs	1 day	Wed 8/7/13	Thu 8/8/13	11FS+1 da	Installer DB		
28	ADV - Install/Config Application Server	0	4 hrs	0.5 days	Thu 8/8/13	Thu 8/8/13	27	Installer APP		
29	ADV - Install Desktop Application (1-2 machines)	0	4 hrs	0.5 days	Thu 8/8/13	Fri 8/9/13	28	Installer APP		
30	Grand Island IT on Installation of Desktops	0	0 hrs	0 days	Fri 8/9/13	Fri 8/9/13	29	Installer APP		
31	Grand Island - Sign-off on Installation	0	0 hrs	0 days	Fri 8/9/13	Fri 8/9/13	30			
32	Grand Island - Complete Installation of Desktops	0	0 hrs	0 days	Fri 8/9/13	Fri 8/9/13	30			
33	<b>Discovery</b>	<b>9</b>	<b>400 hrs</b>	<b>36.08 days</b>	<b>Fri 8/16/13</b>	<b>Tue 10/8/13</b>	<b>24FS+5 da</b>			
34	ADV - Deliver Discovery Agenda	0	2 hrs	0.25 days	Fri 8/16/13	Fri 8/16/13		Project Manager		
35	<b>Discovery Workshop Week 1 (Onsite)</b>	<b>3</b>	<b>120 hrs</b>	<b>3 days</b>	<b>Mon 8/26/13</b>	<b>Thu 8/29/13</b>	<b>91</b>			
36	Foundation Workshop	3	24 hrs	1 day	Mon 8/26/13	Tue 8/27/13		Application Consultant,		
37	Customer Service Workshop	0	24 hrs	1 day	Tue 8/27/13	Wed 8/28/13	36	Application Consultant,		
38	Move In - Move Out Workshop	0	24 hrs	1 day	Wed 8/28/13	Thu 8/29/13	37	Application Consultant,		
39	Legacy Cashiering and Inquiry Workshop	0	24 hrs	1 day	Wed 8/28/13	Thu 8/29/13	38FF	Application Consultant,		
40	General review	0	24 hrs	1 day	Wed 8/28/13	Thu 8/29/13	39FF	Application Consultant,		
41	<b>Discovery Workshop Week 2 (Onsite)</b>	<b>3</b>	<b>120 hrs</b>	<b>3 days</b>	<b>Mon 9/9/13</b>	<b>Thu 9/12/13</b>	<b>35FS+6 da</b>			
42	Billing Process Workshop	3	24 hrs	1 day	Mon 9/9/13	Tue 9/10/13		Application Consultant,		
43	Rates Workshop	0	24 hrs	1 day	Tue 9/10/13	Wed 9/11/13	42	Application Consultant,		
44	Financial Mgmt Workshop	0	24 hrs	1 day	Wed 9/11/13	Thu 9/12/13	43	Application Consultant,		
45	Meters and Assets Workshop	0	24 hrs	1 day	Wed 9/11/13	Thu 9/12/13	44FF	Application Consultant,		



















Project: Pro Forma Project Plan Date: Thu 6/20/13	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13	
									S	M
46	General review	0	24 hrs	1 day	Wed 9/11/13	Thu 9/12/13	45FF	Application Consultant,		
47	Discovery Workshop Week 3 (Onsite)	3	80 hrs	3 days	Mon 9/23/13	Thu 9/26/13	41FS+7 da			
48	Service Orders Workshop	3	16 hrs	1 day	Mon 9/23/13	Tue 9/24/13		Application Consultant,		
49	Collections Workshop	0	16 hrs	1 day	Mon 9/23/13	Tue 9/24/13	48FF	Application Consultant,		
50	Reports, Notices and Letters Workshop	0	16 hrs	1 day	Mon 9/23/13	Tue 9/24/13	49FF	Application Consultant,		
51	General review	0	32 hrs	2 days	Tue 9/24/13	Thu 9/26/13	50	Application Consultant,		
52	Discovery Workshop finalization	0	78 hrs	36.08 days	Fri 8/16/13	Tue 10/8/13				
53	ADV - Update Discovery Document	0	46 hrs	5.75 days	Fri 8/16/13	Mon 8/26/13		Application Consultant		
54	ADV - Delivery Discovery Document	0	6 hrs	0.75 days	Mon 8/26/13	Mon 8/26/13	53	Project Manager		
55	Grand Island - Review Discovery Document	0	0 hrs	5 days	Mon 8/26/13	Tue 9/3/13	54			
56	Grand Island - Provide Comments	0	0 hrs	3.75 days	Tue 9/3/13	Mon 9/9/13	55			
57	ADV - Update Discovery Document	0	26 hrs	10.83 days	Mon 9/9/13	Tue 9/24/13	56	Application Consultant		
58	Grand Island - Sign-Off on Discovery Document	0	0 hrs	10 days	Tue 9/24/13	Tue 10/8/13	57			
59	Conversion (Data Discovery and Mapping Exercise)	0	118 hrs	57 days	Thu 8/8/13	Wed 10/30/13				
60	Grand Island - Deliver initial Extract	0	0 hrs	5 days	Thu 8/8/13	Thu 8/15/13	12			
61	Grand Island - Deliver Data Dictionary	0	0 hrs	5 days	Thu 8/8/13	Thu 8/15/13	60FF			
62	ADV - Legacy Data Assessment	0	8 hrs	5 days	Thu 8/15/13	Thu 8/22/13	61	Conversion[20%]		
63	ADV - Setup Conversion Environment	0	8 hrs	10 days	Thu 8/22/13	Thu 9/5/13	62	Conversion[10%]		
64	ADV - Develop MS Access DB for Data Mapping Exercise	0	4 hrs	1.67 days	Thu 9/5/13	Fri 9/6/13	63	Conversion[30%]		
65	ADV - Data Mapping Exercise (remote) week 1	0	40 hrs	5 days	Mon 10/7/13	Mon 10/14/13	93FS+1 da	Conversion		
66	ADV - Data Mapping Exercise (remote) week 2	0	30 hrs	3.75 days	Mon 10/14/13	Thu 10/17/13	65	Conversion		
67	ADV - Data Mapping Exercise (remote)	0	16 hrs	2 days	Thu 10/17/13	Mon 10/21/13	66	Conversion		
Project: Pro Forma Project Plan Date: Thu 6/20/13		Task		External Milestone		Manual Summary Rollup				
		Split		Inactive Task		Manual Summary				
		Milestone		Inactive Milestone		Start-only				
		Summary		Inactive Summary		Finish-only				
		Project Summary		Manual Task		Deadline				
		External Tasks		Duration-only		Progress				



















Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13	
									S	M
68	ADV - Legacy Data Clean-up List (if applicable)	0	4 hrs	0.5 days	Mon 10/21/13	Tue 10/22/13	67	Conversion		
69	ADV - Develop Potential List of Baseline Accounts	0	4 hrs	0.5 days	Tue 10/22/13	Tue 10/22/13	68	Conversion		
70	ADV - Update Data Mapping DB	0	4 hrs	0.5 days	Tue 10/22/13	Wed 10/23/13	69	Conversion		
71	ADV - Deliver Data Mapping DB	0	0 hrs	0 days	Wed 10/23/13	Wed 10/23/13	70			
72	Grand Island - Signoff on Data Mapping DB	0	0 hrs	5 days	Wed 10/23/13	Wed 10/30/13	71			
73	<b>Initial Configuration</b>	<b>0</b>	<b>266 hrs</b>	<b>94.18 days</b>	<b>Wed 7/17/13</b>	<b>Tue 12/3/13</b>				
74	ADV - Initial System Clean-up	0	24 hrs	1.5 days	Wed 7/17/13	Thu 7/18/13	9	Tech Lead,Application C		
75	ADV - Review SOW	0	24 hrs	2.5 days	Thu 7/18/13	Tue 7/23/13	74	Tech Lead,Application C		
76	ADV - Review Discovery Document	0	160 hrs	10 days	Fri 9/27/13	Fri 10/11/13	47FS+1 da	Application Consultant,		
77	ADV - Review Discovery Document Final	0	30 hrs	5.56 days	Mon 9/30/13	Tue 10/8/13	52FF	Tech Lead[60%],Applica		
78	ADV - Q/A Analysis of the In-house System	0	20 hrs	2.08 days	Fri 11/22/13	Tue 11/26/13	136	Tech Lead[60%],Applica		
79	ADV - Rollout Configuration Onsite	0	8 hrs	5 days	Tue 11/26/13	Tue 12/3/13	78	Tech Lead[20%]		
80	<b>Modifications/Interfaces</b>	<b>0</b>	<b>320 hrs</b>	<b>64.29 days</b>	<b>Mon 10/28/13</b>	<b>Tue 2/4/14</b>	<b>101FS+2 c</b>			
81	ADV - Initial Discussions (Onsite)	0	80 hrs	5 days	Mon 10/28/13	Mon 11/4/13		Development,Tech Lea		
82	ADV - Development of Specifications	0	30 hrs	1.88 days	Mon 11/4/13	Wed 11/6/13	81	Development,Tech Lea		
83	ADV - Deliver Specifications	0	2 hrs	0.25 days	Wed 11/6/13	Thu 11/7/13	82	Project Manager		
84	Grand Island - Review Specifications	0	0 hrs	0 days	Thu 11/7/13	Thu 11/7/13	83			
85	ADV - Update Specifications	0	20 hrs	6.25 days	Thu 11/7/13	Fri 11/15/13	84	Development[20%],Tec		
86	Grand Island - Signoff on Specifications	0	0 hrs	0 days	Fri 11/15/13	Fri 11/15/13	85			
87	ADV - Develop Modifications	0	188 hrs	23.5 days	Wed 1/1/14	Tue 2/4/14	86,155FF	Development		
88	Grand Island - Test Modifications	0	0 hrs	0 days	Tue 2/4/14	Tue 2/4/14	87			
89	Grand Island - Signoff on Modifications	0	0 hrs	0 days	Tue 2/4/14	Tue 2/4/14	88			
90	<b>Core Team Training</b>	<b>5</b>	<b>200 hrs</b>	<b>56.13 days</b>	<b>Mon 8/19/13</b>	<b>Thu 11/7/13</b>				

Project: Pro Forma Project Plan Date: Thu 6/20/13	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13	
									S	M
91	<b>Week 1</b>	<b>1</b>	<b>40 hrs</b>	<b>5 days</b>	<b>Mon 8/19/13</b>	<b>Mon 8/26/13</b>	<b>31FS+6 da</b>			
92	ADV - Orientation & Overview and Daily Process	1	40 hrs	5 days	Mon 8/19/13	Mon 8/26/13		Trainer		
93	<b>Week 2</b>	<b>1</b>	<b>40 hrs</b>	<b>3.75 days</b>	<b>Mon 9/30/13</b>	<b>Fri 10/4/13</b>	<b>47FS+2 da</b>			
94	ADV - Billing	1	30 hrs	3.75 days	Mon 9/30/13	Fri 10/4/13		Trainer		
95	ADV - Cash	0	10 hrs	1.25 days	Wed 10/2/13	Fri 10/4/13	94FF	Trainer		
96	<b>Week 3</b>	<b>1</b>	<b>40 hrs</b>	<b>3.75 days</b>	<b>Tue 10/15/13</b>	<b>Fri 10/18/13</b>	<b>93FS+6 da</b>			
97	ADV - Collections	1	20 hrs	2.5 days	Tue 10/15/13	Thu 10/17/13		Trainer		
98	ADV - Designing SO	0	5 hrs	0.63 days	Thu 10/17/13	Fri 10/18/13	97	Trainer		
99	ADV - Generating Service Orders	0	5 hrs	0.63 days	Fri 10/18/13	Fri 10/18/13	98	Trainer		
100	ADV - Reports	0	10 hrs	1.25 days	Thu 10/17/13	Fri 10/18/13	99FF	Trainer		
101	<b>Week 4</b>	<b>1</b>	<b>40 hrs</b>	<b>3.13 days</b>	<b>Mon 10/21/13</b>	<b>Thu 10/24/13</b>	<b>96FS+1 da</b>			
102	ADV - GL and Month/Year End	1	5 hrs	0.63 days	Mon 10/21/13	Tue 10/22/13		Trainer		
103	ADV - Security	0	5 hrs	0.63 days	Tue 10/22/13	Wed 10/23/13	102	Trainer		
104	ADV - Scheduler	0	5 hrs	0.63 days	Wed 10/23/13	Wed 10/23/13	103	Trainer		
105	ADV - System Administration	0	15 hrs	1.88 days	Mon 10/21/13	Wed 10/23/13	104FF	Trainer		
106	ADV - Rate Management	0	10 hrs	1.25 days	Wed 10/23/13	Thu 10/24/13	105	Trainer		
107	<b>Week 5</b>	<b>1</b>	<b>40 hrs</b>	<b>2.5 days</b>	<b>Mon 11/4/13</b>	<b>Thu 11/7/13</b>	<b>101FS+7 c</b>			
108	ADV - Water Inventory	1	10 hrs	1.25 days	Mon 11/4/13	Wed 11/6/13		Trainer		
109	ADV - Electric Inventory	0	10 hrs	1.25 days	Wed 11/6/13	Thu 11/7/13	108	Trainer		
110	ADV - Instrument & Distribution Transformer	0	10 hrs	1.25 days	Wed 11/6/13	Thu 11/7/13	109FF	Trainer		
111	ADV - Back Flow	0	10 hrs	1.25 days	Wed 11/6/13	Thu 11/7/13	110FF	Trainer		
112	<b>Reports, Notices, Receipts and Bill Print</b>	<b>0</b>	<b>100 hrs</b>	<b>123 days</b>	<b>Fri 8/9/13</b>	<b>Mon 2/10/14</b>				
113	<b>Reporting</b>	<b>0</b>	<b>42 hrs</b>	<b>61.48 days</b>	<b>Fri 10/4/13</b>	<b>Tue 1/7/14</b>				



















Project: Pro Forma Project Plan Date: Thu 6/20/13	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13	
									S	M
114	ADV - Review of current reporting obligations	0	8 hrs	0.5 days	Fri 10/4/13	Fri 10/4/13	93	Crystal Reports, Project Manager		
115	ADV - Analyze Grand Island Reports	0	12 hrs	1.5 days	Fri 10/4/13	Tue 10/8/13	114	Crystal Reports		
116	ADV - Provide Mock-up of Custom Reports	0	8 hrs	1 day	Thu 11/21/13	Fri 11/22/13	115FS+30	Crystal Reports		
117	Grand Island - Signoff on Mock-ups	0	0 hrs	7 days	Fri 11/22/13	Wed 12/4/13	116			
118	ADV - Program Custom Reports	0	8 hrs	1.23 days	Wed 12/4/13	Thu 12/5/13	117	Crystal Reports[81%]		
119	Grand Island - Test Custom Reports	0	0 hrs	12.5 days	Thu 12/5/13	Mon 12/23/13	118			
120	ADV - Make any adjustments	0	6 hrs	0.75 days	Mon 12/23/13	Tue 12/24/13	119	Crystal Reports		
121	Grand Island - Re-test Custom Reports	0	0 hrs	7 days	Tue 12/24/13	Tue 1/7/14	120			
122	Grand Island - Signoff on Custom Reports	0	0 hrs	0 days	Tue 1/7/14	Tue 1/7/14	121			
123	<b>Bill Print Design</b>	<b>0</b>	<b>58 hrs</b>	<b>123 days</b>	<b>Fri 8/9/13</b>	<b>Mon 2/10/14</b>				
124	ADV - Provide Sample Bills	0	1 hr	1.25 days	Fri 8/9/13	Mon 8/12/13	10	Project Manager[10%]		
125	Grand Island - Provide Bill Print Mock-Up	0	0 hrs	62.5 days	Tue 9/24/13	Fri 12/27/13	124FS+30			
126	ADV - Review Bill Print Mock-up	0	16 hrs	2 days	Fri 12/27/13	Tue 12/31/13	125	Crystal Reports		
127	ADV- Code and test Bill Print	0	32 hrs	8 days	Tue 12/31/13	Fri 1/10/14	126	Crystal Reports[50%]		
128	ADV - Rollout Bill Print	0	1 hr	1.25 days	Fri 1/10/14	Mon 1/13/14	127	Crystal Reports[10%]		
129	Grand Island - Test Bill Print (1500+ Bills)	0	0 hrs	19 days	Mon 1/13/14	Mon 2/10/14	128			
130	ADV - Make any necessary code changes	0	8 hrs	30 days	Mon 12/30/13	Mon 2/10/14	129FF	Crystal Reports[3%]		
131	Grand Island - Signoff on Bill Print	0	0 hrs	0 days	Mon 2/10/14	Mon 2/10/14	130			
132	<b>Data Refreshes</b>	<b>0</b>	<b>332 hrs</b>	<b>187.82 days</b>	<b>Mon 10/21/13</b>	<b>Mon 7/21/14</b>				
133	<b>Data Refresh # 1 (Conversion)</b>	<b>0</b>	<b>142 hrs</b>	<b>27.02 days</b>	<b>Mon 10/21/13</b>	<b>Fri 11/29/13</b>				
134	ADV - Programming of the Conversion	0	104 hrs	19.5 days	Mon 10/21/13	Mon 11/18/13	67	Conversion[67%]		
135	ADV - Run Initial Conversion	0	8 hrs	1.6 days	Mon 11/18/13	Tue 11/19/13	134	Conversion[63%]		



















Project: Pro Forma Project Plan Date: Thu 6/20/13	Task		External Milestone		Manual Summary Rollup	
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Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '11	
									S	M
136	ADV - Load Converted Data to In-house Systems	0	4 hrs	2.5 days	Tue 11/19/13	Fri 11/22/13	135	Conversion[20%]		
137	ADV - Run Data Integrity Report	0	4 hrs	1.67 days	Fri 11/22/13	Tue 11/26/13	136	Conversion[30%]		
138	ADV - Q/A Analysis of Converted Data	0	18 hrs	2.5 days	Thu 11/21/13	Tue 11/26/13	137FF	Conversion[10%],Tech		
139	ADV - Upload Data to FTP site	0	1 hr	1.25 days	Tue 11/26/13	Wed 11/27/13	138	Conversion[10%]		
140	ADV - Load Converted Data to Onsite Production System	0	2 hrs	2.5 days	Wed 11/27/13	Fri 11/29/13	139	Conversion[10%]		
141	ADV - Load Converted Data to Onsite Test System	0	1 hr	1.25 days	Thu 11/28/13	Fri 11/29/13	140FF	Conversion[10%]		
142	<b>Data Refresh #2 (Functional Testing)</b>	<b>0</b>	<b>52 hrs</b>	<b>3.19 days</b>	<b>Mon 12/23/13</b>	<b>Tue 12/31/13</b>	<b>195</b>			
143	Grand Island - Deliver Data Extract	0	0 hrs	1 day	Mon 12/23/13	Tue 12/24/13				
144	Grand Island - Deliver Data Validation Numbers	0	0 hrs	1 day	Mon 12/23/13	Tue 12/24/13	143FF			
145	ADV - Run Initial Conversion	0	8 hrs	1.2 days	Tue 12/24/13	Thu 12/26/13	144	Conversion[83%]		
146	ADV - Load Converted Data to In-house Systems	0	1 hr	0.63 days	Thu 12/26/13	Thu 12/26/13	145	Conversion[20%]		
147	ADV - Run Data Integrity Report	0	1 hr	0.63 days	Thu 12/26/13	Thu 12/26/13	146FF	Conversion[20%]		
148	ADV - Q/A Analysis of Converted Data	0	8 hrs	1.11 days	Thu 12/26/13	Fri 12/27/13	147	Conversion[10%],Tech		
149	ADV - Upload Data to FTP site	0	4 hrs	0.63 days	Fri 12/27/13	Fri 12/27/13	148FF	Conversion[80%]		
150	ADV - Load Converted Data to Onsite Production System	0	4 hrs	0.63 days	Fri 12/27/13	Mon 12/30/13	149	Conversion[80%]		
151	ADV - Load Converted Data to Onsite Test System	0	4 hrs	0.63 days	Fri 12/27/13	Mon 12/30/13	150FF	Conversion[80%]		
152	ADV - Provide Data Validation Worksheet	0	4 hrs	0.63 days	Fri 12/27/13	Mon 12/30/13	150FF	Conversion[80%]		
153	ADV - Reconcile any differences	0	4 hrs	0.63 days	Mon 12/30/13	Tue 12/31/13	152	Conversion[80%]		

Project: Pro Forma Project Plan Date: Thu 6/20/13	Task		External Milestone		Manual Summary Rollup	
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Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '11	
									S	M
154	ADV - Make any necessary code changes	0	14 hrs	1.75 days	Fri 12/27/13	Tue 12/31/13	153FF	Conversion		
155	<b>Data Refresh #3 (Integration Testing Cycle 1)</b>	<b>0</b>	<b>47 hrs</b>	<b>6.55 days</b>	<b>Fri 1/24/14</b>	<b>Tue 2/4/14</b>	<b>202</b>			
156	Grand Island - Deliver Data Extract	0	0 hrs	1 day	Fri 1/24/14	Mon 1/27/14				
157	Grand Island - Deliver Data Validation Numbers	0	0 hrs	1 day	Fri 1/24/14	Mon 1/27/14	156FF			
158	ADV - Run Initial Conversion	0	10 hrs	1.5 days	Mon 1/27/14	Wed 1/29/14	157	Conversion[83%]		
159	ADV - Load Converted Data to In-house Systems	0	1 hr	0.63 days	Wed 1/29/14	Wed 1/29/14	158	Conversion[20%]		
160	ADV - Run Data Integrity Report	0	1 hr	0.63 days	Wed 1/29/14	Wed 1/29/14	159FF	Conversion[20%]		
161	ADV - Q/A Analysis of Converted Data	0	10 hrs	1.39 days	Wed 1/29/14	Fri 1/31/14	160	Conversion[10%],Tech		
162	ADV - Upload Data to FTP site	0	4 hrs	0.63 days	Fri 1/31/14	Fri 1/31/14	161	Conversion[80%]		
163	ADV - Load Converted Data to Onsite Production System	0	4 hrs	0.63 days	Fri 1/31/14	Mon 2/3/14	162	Conversion[80%]		
164	ADV - Load Converted Data to Onsite Test System	0	4 hrs	0.63 days	Fri 1/31/14	Mon 2/3/14	163FF	Conversion[80%]		
165	ADV - Provide Data Validation Worksheet	0	4 hrs	0.63 days	Fri 1/31/14	Mon 2/3/14	163FF	Conversion[80%]		
166	ADV - Reconcile any differences	0	5 hrs	0.78 days	Mon 2/3/14	Tue 2/4/14	165	Conversion[80%]		
167	ADV - Make any necessary code changes	0	4 hrs	0.5 days	Mon 2/3/14	Tue 2/4/14	166FF	Conversion		
168	<b>Data Refresh #4 (UAT)</b>	<b>0</b>	<b>45 hrs</b>	<b>5.76 days</b>	<b>Wed 4/23/14</b>	<b>Wed 4/30/14</b>	<b>210</b>			
169	Grand Island - Deliver Data Extract	0	0 hrs	1 day	Wed 4/23/14	Thu 4/24/14				
170	Grand Island - Deliver Data Validation Numbers	0	0 hrs	1 day	Wed 4/23/14	Thu 4/24/14	169FF			
171	ADV - Run Initial Conversion	0	10 hrs	1.5 days	Thu 4/24/14	Fri 4/25/14	170	Conversion[83%]		
172	ADV - Load Converted Data to In-house Systems	0	1 hr	0.63 days	Fri 4/25/14	Mon 4/28/14	171	Conversion[20%]		

Project: Pro Forma Project Plan Date: Thu 6/20/13	Task		External Milestone		Manual Summary Rollup	
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	External Tasks		Duration-only		Progress	



















Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13	
									S	M
173	ADV - Run Data Integrity Report	0	1 hr	0.63 days	Fri 4/25/14	Mon 4/28/14	172FF	Conversion[20%]		
174	ADV - Q/A Analysis of Converted Data	0	10 hrs	1.39 days	Mon 4/28/14	Tue 4/29/14	173	Conversion[10%],Tech		
175	ADV - Upload Data to FTP site	0	4 hrs	0.63 days	Tue 4/29/14	Tue 4/29/14	174FF	Conversion[80%]		
176	ADV - Load Converted Data to Onsite Production System	0	4 hrs	0.63 days	Tue 4/29/14	Wed 4/30/14	175	Conversion[80%]		
177	ADV - Load Converted Data to Onsite Test System	0	4 hrs	0.63 days	Tue 4/29/14	Wed 4/30/14	176FF	Conversion[80%]		
178	ADV - Provide Data Validation Worksheet	0	4 hrs	0.63 days	Tue 4/29/14	Wed 4/30/14	176FF	Conversion[80%]		
179	ADV - Reconcile any differences	0	4 hrs	0.63 days	Wed 4/30/14	Wed 4/30/14	178	Conversion[80%]		
180	ADV - Make any necessary code changes	0	3 hrs	0.38 days	Wed 4/30/14	Wed 4/30/14	179FF	Conversion		
181	<b>Data Refresh #5 (Go Live)</b>	<b>0</b>	<b>46 hrs</b>	<b>5.14 days</b>	<b>Mon 7/14/14</b>	<b>Mon 7/21/14</b>	<b>254FS+10</b>			
182	Grand Island - Deliver Data Extract	0	0 hrs	1 day	Mon 7/14/14	Tue 7/15/14				
183	Grand Island - Deliver Data Validation Numbers	0	0 hrs	1 day	Mon 7/14/14	Tue 7/15/14	182FF			
184	ADV - Run Initial Conversion	0	10 hrs	1.5 days	Tue 7/15/14	Wed 7/16/14	183	Conversion[83%]		
185	ADV - Load Converted Data to In-house Systems	0	1 hr	0.63 days	Wed 7/16/14	Thu 7/17/14	184	Conversion[20%]		
186	ADV - Run Data Integrity Report	0	1 hr	0.63 days	Wed 7/16/14	Thu 7/17/14	185FF	Conversion[20%]		
187	ADV - Q/A Analysis of Converted Data	0	10 hrs	1.39 days	Thu 7/17/14	Fri 7/18/14	186	Conversion[10%],Tech		
188	ADV - Upload Data to FTP site	0	4 hrs	0.63 days	Fri 7/18/14	Fri 7/18/14	187FF	Conversion[80%]		
189	ADV - Load Converted Data to Onsite Production System	0	4 hrs	0.63 days	Fri 7/18/14	Mon 7/21/14	188	Conversion[80%]		
190	ADV - Load Converted Data to Onsite Test System	0	4 hrs	0.63 days	Fri 7/18/14	Mon 7/21/14	189FF	Conversion[80%]		
191	ADV - Provide Data Validation Worksheet	0	4 hrs	0.63 days	Fri 7/18/14	Mon 7/21/14	189FF	Conversion[80%]		
<div> <div>Project: Pro Forma Project Plan Date: Thu 6/20/13</div> <div> <div>Task</div> <div>Split</div> <div>Milestone</div> <div>Summary</div> <div>Project Summary</div> <div>External Tasks</div> </div> <div> <div>External Milestone</div> <div>Inactive Task</div> <div>Inactive Milestone</div> <div>Inactive Summary</div> <div>Manual Task</div> <div>Duration-only</div> </div> <div> <div>Manual Summary Rollup</div> <div>Manual Summary</div> <div>Start-only</div> <div>Finish-only</div> <div>Deadline</div> <div>Progress</div> </div> </div>										

Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13	
									S	M
192	ADV - Reconcile any differences	0	4 hrs	0.63 days	Fri 7/18/14	Mon 7/21/14	191FF	Conversion[80%]		
193	ADV - Make any necessary code changes	0	4 hrs	0.5 days	Mon 7/21/14	Mon 7/21/14	192FF	Conversion		
194	<b>Testing Phases</b>	<b>9</b>	<b>694 hrs</b>	<b>124 days</b>	<b>Tue 12/3/13</b>	<b>Mon 6/2/14</b>	<b>73,133</b>			
195	<b>Conversion Testing</b>	<b>2</b>	<b>112 hrs</b>	<b>14.5 days</b>	<b>Tue 12/3/13</b>	<b>Mon 12/23/13</b>				
196	ADV - Provide Testing Worksheets	0	2 hrs	2.5 days	Tue 12/3/13	Thu 12/5/13		Project Manager[10%]		
197	ADV - Walk Through Testing worksheets	2	80 hrs	5 days	Tue 12/3/13	Tue 12/10/13		Conversion,Tech Lead		
198	Grand Island - Conduct Testing	0	0 hrs	12 days	Thu 12/5/13	Mon 12/23/13	196			
199	Grand Island - Report any issues into CustomerWise	0	0 hrs	12 days	Thu 12/5/13	Mon 12/23/13	198FF			
200	ADV - Make any necessary Conversion changes	0	30 hrs	4.69 days	Thu 12/5/13	Thu 12/12/13	198SS	Conversion[80%]		
201	Grand Island - Re-test CustomerWise Items	0	0 hrs	12 days	Tue 12/3/13	Thu 12/19/13	200FF			
202	<b>Functional Testing</b>	<b>2</b>	<b>142 hrs</b>	<b>16.5 days</b>	<b>Tue 12/31/13</b>	<b>Fri 1/24/14</b>	<b>142</b>			
203	ADV - Provide Testing Worksheets	0	2 hrs	2.5 days	Tue 12/31/13	Thu 1/2/14		Project Manager[10%]		
204	ADV - OTJL	2	80 hrs	5 days	Thu 1/2/14	Thu 1/9/14	203	Application Consultant,		
205	Grand Island - Conduct Testing	0	0 hrs	15 days	Thu 1/2/14	Fri 1/24/14	203			
206	Grand Island - Report any issues into CustomerWise	0	0 hrs	15 days	Thu 1/2/14	Fri 1/24/14	205FF			
207	ADV - Make any necessary configuration changes	0	30 hrs	5 days	Fri 1/17/14	Fri 1/24/14	205FF	Tech Lead[75%]		
208	ADV - OTJL	0	30 hrs	1.88 days	Thu 1/2/14	Mon 1/6/14	206SS	Application Consultant,		
209	Grand Island - Re-test CustomerWise Items	0	0 hrs	15 days	Thu 1/2/14	Fri 1/24/14	207FF			
210	<b>Integration Testing Cycle 1</b>	<b>3</b>	<b>250 hrs</b>	<b>55 days</b>	<b>Tue 2/4/14</b>	<b>Wed 4/23/14</b>	<b>155</b>			
211	Develop Stress Test Plan	0	5 hrs	0.31 days	Tue 2/4/14	Tue 2/4/14		Application Consultant,		
212	Develop Integration Test Plan	0	5 hrs	1.25 days	Tue 2/4/14	Wed 2/5/14		Project Manager[50%]		
<div> <div>Project: Pro Forma Project Plan Date: Thu 6/20/13</div> <div> <div>Task</div> <div>Split</div> <div>Milestone</div> <div>Summary</div> <div>Project Summary</div> <div>External Tasks</div> </div> <div> <div>External Milestone</div> <div>Inactive Task</div> <div>Inactive Milestone</div> <div>Inactive Summary</div> <div>Manual Task</div> <div>Duration-only</div> </div> <div> <div>Manual Summary Rollup</div> <div>Manual Summary</div> <div>Start-only</div> <div>Finish-only</div> <div>Deadline</div> <div>Progress</div> </div> </div>										











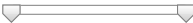







Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13	
									S	M
213	Grand Island - Develop Integration Test Scripts	0	0 hrs	10 days	Tue 2/4/14	Wed 2/19/14				
214	ADV - OTJL	3	120 hrs	5 days	Wed 2/19/14	Wed 2/26/14	213	Application Consultant,		
215	Grand Island - Conduct Testing	0	0 hrs	45 days	Wed 2/19/14	Wed 4/23/14	213			
216	Grand Island - Report any issues into CustomerWise	0	0 hrs	45 days	Wed 2/19/14	Wed 4/23/14	215FF			
217	ADV - Make any necessary configuration changes	0	60 hrs	18.75 days	Wed 2/19/14	Mon 3/17/14	216SS	Tech Lead[40%]		
218	ADV - OTJL	0	60 hrs	3.75 days	Wed 2/19/14	Mon 2/24/14	215SS	Tech Lead,Project Man		
219	Grand Island - Re-test CustomerWise Items	0	0 hrs	7 days	Thu 3/6/14	Mon 3/17/14	217FF			
220	<b>User Acceptance Testing</b>	<b>2</b>	<b>190 hrs</b>	<b>22.5 days</b>	<b>Wed 4/30/14</b>	<b>Mon 6/2/14</b>	<b>168</b>			
221	Grand Island - Develop Integration Test Scripts	0	0 hrs	2.5 days	Wed 4/30/14	Mon 5/5/14				
222	Grand Island - Conduct Testing	0	0 hrs	20 days	Mon 5/5/14	Mon 6/2/14	221			
223	ADV - OTJL	2	120 hrs	11.25 days	Mon 5/5/14	Tue 5/20/14	222SS	Tech Lead,Application C		
224	Grand Island - Report any issues into CustomerWise	0	0 hrs	20 days	Mon 5/5/14	Mon 6/2/14	222FF			
225	ADV - Make any necessary configuration changes	0	70 hrs	21.88 days	Thu 5/1/14	Mon 6/2/14	222FF	Tech Lead[40%]		
226	Grand Island - Re-test CustomerWise Items	0	0 hrs	15 days	Mon 5/12/14	Mon 6/2/14	225FF			
227	<b>Infinity.Link</b>	<b>0</b>	<b>150 hrs</b>	<b>48.13 days</b>	<b>Mon 12/23/13</b>	<b>Fri 3/7/14</b>				
228	Grand Island - Purchase any necessary Hardware	0	0 hrs	5 days	Mon 12/23/13	Thu 1/2/14	195			
229	ADV - Provide Link Checklist to Grand Island	0	1 hr	0.13 days	Thu 1/2/14	Fri 1/3/14	228	Link		
230	Grand Island - Configure Hardware	0	0 hrs	5 days	Fri 1/3/14	Fri 1/10/14	229			

Project: Pro Forma Project Plan Date: Thu 6/20/13	Task		External Milestone		Manual Summary Rollup	
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	External Tasks		Duration-only		Progress	

Pro Forma Project Plan										
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13	
									S	M
231	Grand Island - Configure Network Security	0	0 hrs	5 days	Fri 1/10/14	Fri 1/17/14	230			
232	ADV - Review Link Checklist	0	8 hrs	1 day	Fri 1/17/14	Mon 1/20/14	231	Link		
233	ADV - Install/Configure Link	0	80 hrs	10 days	Mon 1/20/14	Mon 2/3/14	232	Link		
234	ADV - Train CSRs on Link	0	8 hrs	1 day	Mon 2/3/14	Tue 2/4/14	233	Link		
235	ADV - Train IT on Link	0	8 hrs	1 day	Tue 2/4/14	Wed 2/5/14	234	Trainer		
236	Grand Island - Test Link	0	0 hrs	1 day	Wed 2/5/14	Thu 2/6/14	235			
237	Grand Island - Develop GUI/Skin for Link	0	0 hrs	10 days	Thu 2/6/14	Fri 2/21/14	236			
238	Grand Island - Configure Link Functionality	0	0 hrs	10 days	Fri 2/21/14	Fri 3/7/14	237			
239	ADV - Testing Support	0	45 hrs	22.5 days	Tue 2/4/14	Fri 3/7/14	238FF	Link[25%]		
240	Grand Island - Signoff on Link	0	0 hrs	0 days	Fri 3/7/14	Fri 3/7/14	238			
241	<b>End User Training</b>	<b>4</b>	<b>200 hrs</b>	<b>43 days</b>	<b>Tue 12/31/13</b>	<b>Wed 3/5/14</b>				
242	Grand Island - Finalize End User Training Plan	0	0 hrs	5 days	Tue 12/31/13	Wed 1/8/14	202SS			
243	ADV - End User Week 1	1	40 hrs	5 days	Fri 1/17/14	Mon 1/27/14	242FS+7 c			
244	ADV - End User Week 2	1	40 hrs	5 days	Mon 1/27/14	Mon 2/3/14	243			
245	ADV - End User Week 3	1	40 hrs	5 days	Mon 2/3/14	Mon 2/10/14	244			
246	ADV - End User Week 4	1	40 hrs	5 days	Tue 2/18/14	Tue 2/25/14	245FS+5 c			
247	ADV - End User Week 5	0	40 hrs	5 days	Wed 2/26/14	Wed 3/5/14	246FS+1 c			
248	<b>Go Live</b>	<b>4</b>	<b>208 hrs</b>	<b>25 days</b>	<b>Mon 6/16/14</b>	<b>Mon 7/21/14</b>	<b>194FS+10</b>			
249	ADV - Finalize Go/No Go Criteria	0	8 hrs	10 days	Mon 6/16/14	Mon 6/30/14		Project Manager[10%]		
250	ADV - Finalize Organization Readiness Checklist	0	8 hrs	10 days	Mon 6/16/14	Mon 6/30/14	249FF	Project Manager[10%]		
251	ADV - Finalize Post Go Live Plan	0	8 hrs	10 days	Mon 6/16/14	Mon 6/30/14	249FF	Project Manager[10%]		
252	ADV - Finalize Transition Plan to Support	0	8 hrs	10 days	Mon 6/16/14	Mon 6/30/14	249FF	Project Manager[10%]		
253	ADV - Finalize Cutover Plan	0	8 hrs	10 days	Mon 6/16/14	Mon 6/30/14	249FF	Project Manager[10%]		

Project: Pro Forma Project Plan Date: Thu 6/20/13	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	Jul 7, '13
254	Grand Island - Go / No Go Decision	0	0 hrs	10 days	Mon 6/16/14	Mon 6/30/14	249FF		S
255	ADV - Finalize Go Live Plan	0	8 hrs	10 days	Mon 6/16/14	Mon 6/30/14	249FF	Project Manager[10%]	
256	Go Live	4	160 hrs	5 days	Mon 7/14/14	Mon 7/21/14	181SS	Application Consultant,	
257	<b>Post Live Support</b>	<b>0</b>	<b>160 hrs</b>	<b>20 days</b>	<b>Mon 7/21/14</b>	<b>Mon 8/18/14</b>	<b>256</b>		
258	Week 1	0	40 hrs	5 days	Mon 7/21/14	Mon 7/28/14		Tech Lead	
259	Week 2	0	40 hrs	5 days	Mon 7/28/14	Mon 8/4/14	258	Tech Lead	
260	Week 3	0	40 hrs	5 days	Mon 8/4/14	Mon 8/11/14	259	Tech Lead	
261	Week 4	0	40 hrs	5 days	Mon 8/11/14	Mon 8/18/14	260	Tech Lead	
262	<b>Weekly Grand Island Meeting</b>	<b>3</b>	<b>302 hrs</b>	<b>271.25 days</b>	<b>Mon 7/8/13</b>	<b>Tue 8/5/14</b>	<b>255</b>		
263	Weekly Review of CustomerWise	0	90 hrs	281.25 days	Mon 7/8/13	Tue 8/5/14		PM[4%]	
264	Monthly Project Update	0	55 hrs	229.17 days	Wed 9/18/13	Tue 8/5/14	263FF	PM[3%]	
265	Monthly Resourcing	0	55 hrs	229.17 days	Wed 9/18/13	Tue 8/5/14	263FF	PM[3%]	
266	Project overview	3	102 hrs	212.5 days	Thu 10/10/13	Tue 8/5/14	263FF	PM[6%]	

Project: Pro Forma Project Plan Date: Thu 6/20/13	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

## Appendix B – Table of Responsibilities for Deliverables

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
1	1		Initial Draft Project Plan	Draft Project Plan to be delivered by Advanced.	Advanced
2	1		Updated Monthly Project Plan	Project Plan updates are performed throughout the month and published monthly. The plan is updated for refinements to tasks, percent complete and milestone completions inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
3	1		Monthly Invoice Review & Approval	Review and approval of invoices for payment on a timely basis.	Grand Island
4	1		Risk Management Plan	Jointly developed plan that defines how project risks will be logged, prioritized, assigned and managed to closure using a jointly agreed resolution strategy. Risk Log will be reviewed at weekly and monthly project status meetings.	Advanced
5	1		Project Communication Plan	Jointly developed plan that defines the Project Strategy for communicating internally within the Project Team.	Advanced
6	1		Employee and External Communication Plan	Grand Island owned plan that defines the strategy for communicating with employees and externally.	Grand Island
7	1		Change Order Plan	Jointly developed plan that defines how changes to project scope will be logged, approved, and managed as agreed to by both parties.	Advanced
8	1		Training Plan	Jointly developed plan that defines Grand Island resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
9	1		On Site Facilities	Grand Island will ensure that Advanced has working space and Internet access while the Advanced project team is on site.	Grand Island
10	1		Weekly Status Meetings & Report	Weekly meeting and report for Advanced and Grand Island Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments.	Advanced
11	1		Monthly Project Progress Summary & Invoice	Monthly meeting of Advanced and Grand Island Project Managers and other team members, as required, to review completed milestones, upcoming activities for the following month, project completion %, risks, and budget.	Advanced
12	1		Quarterly Sponsor Meeting	Meeting attended by Advanced and Grand Island Project Manager and Project Sponsors to review project status.	Advanced
13	3	3.1	Hardware ready for Software Installation	Application and database server are on Grand Island network and the operating system and database software have been loaded.	Grand Island
14	3	3.1	Project Kick-Off Meeting Conducted	On-Site kick-off meeting held with the project team.	Advanced
15	3	3.1	Software Installation	All Software covered under this Statement of Work will be installed.	Advanced
16	3	3.1	Installation Training	Installation training for technical personnel.	Advanced
17	3	3.1	Desktop Client Installation	Grand Island to install client on remaining desktops.	Grand Island
18	3	3.1	Installation Sign-off	Sign-off of that all installation activities are complete.	Advanced
19	3	3.1	CustomerWise Overview and Set up and	Advanced will provide Grand Island with an overview of CustomerWise, the online tool for documenting and tracking issues as part of the overall implementation. Grand Island users will be provided with user ids and passwords which also provide access to the Software	Advanced



Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
				Entity relationship diagrams and the Data Dictionary.	
20	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered during the Advanced delivered standard training courses.	Advanced
21	3	3.1	Project Team Contact List	Project listing of all Advanced and Grand Island project team members' contact information.	Advanced
22	3	3.1	System Overview Training	System overview training for core project team members.	Advanced
23	3	3.1	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Functional and Data Conversion Discovery Workshops.	Advanced
24	3	3.2	Data Requirements for Functional Workshops	Grand Island to provide business process documentation as identified in Subtask 3.2.	Grand Island
25	3	3.2.1	Functional Discovery Analysis Workshop Conducted	Sessions that will assist Advanced in learning how Grand Island conducts business as well as educating Grand Island about the features and limitations of the Software. Advanced will lead the sessions with Grand Island business process experts participating.	Advanced
26	3	3.2.1	Functional Discovery Document	Document that captures all learning and understanding gained in the Functional Discovery Analysis Workshops. Document will serve as a template for configuring the Software. Grand Island will review and approve the document.	Advanced
27	3	3.2.2	Legacy System Conversion Information	Grand Island to provide Advanced with key information to assist Advanced in developing the conversion programs and activities. Legacy CIS table layouts, ERDs (if available), screen shots, baseline accounts etc. to be provided by Grand Island.	Grand Island
28	3	3.2.2	Data Conversion Discovery Analysis Workshop Conducted	Sessions that will assist Advanced in determining the best approach to converting legacy data. Advanced will lead these sessions with Grand Island technical and conversion/legacy data experts participating.	Advanced
29	3	3.2.2	Data Conversion Plan	Jointly developed plan that defines detailed processes and tools that will be utilized for the conversion and includes data mapping, legacy data quality assessment, data cleansing, technical design, development and testing. It will also define timing for when data cleansing will be complete as well as defining the amount of historical data that will be converted.  The Plan will also identify data conversion validation parameters that define how the source and target data will be reviewed and validated as being correctly extracted.	Advanced
30	3	3.3	Interface/Modification Discovery Workshop Agendas	Documents that outlines the items to be discussed during the Interface/Modification Discovery Workshop.	Advanced
31	3	3.3	Interfaces/Modification Workshop Conducted	Session that will aid Advanced in understanding modification requirements and the third party systems' interfacing capabilities to determine the best approach for interfacing with the identified third party systems.	Advanced
32	3	3.3	Functional Specification for Interfaces/Modifications	Functional requirement specifications for modifications and interfaces identified in Task 2.1 of this Statement of Work.	Advanced
33	3	3.3	Technical Specification for Interfaces/Modifications	Technical Specifications for interfaces/modifications identified in Task 2.1 of this Statement of Work.	Advanced
34	3	3.4	Data Cleansing and Initial Data Extract from Legacy CIS	Grand Island to perform data cleansing activities as identified during the Technical/Data Conversion Discovery Workshop. Grand Island to provide an initial extract of Legacy CIS data in the agreed upon	Grand Island

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
				format to Advanced. Data extract from the legacy system will be repeated for each test conversion. Advanced will support Grand Island where required.	
35	3	3.4	Configuration Checklist	Document that identifies Grand Island owned Control forms that have been configured by Advanced, rate mappings and listing of all configuration type interfaces.	Advanced
36	3	3.4	Initial Data Conversion Load	Loading of initial conversion by Advanced on Grand Island's system.	Advanced
37	3	3.4	Data Validation Parameters Audit	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
38	3	3.4	Initial System Configuration	Configuration of the control forms and rates by Advanced utilizing the approved Functional Discovery Document.	Advanced
39	3	3.4	Functional Test Scripts	Generic functional test script provided by Advanced to Grand Island to test data conversion and individual functions/processes in the systems (i.e. not end to end testing).	Advanced
40	3	3.5	Training Workbooks	Standard Training Workbooks that will be used to facilitate Core Team and End User training execution for each training course identified in the Training Plan.	Advanced
41	3	3.5	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include CustomerWise training.	Advanced
42	3	3.6	Functional Reports Matrix & Reports Matching	Document that lists all standard reports provided by Advanced and designates reports that are required by Grand Island. Advanced will provide functional knowledge related to the standard reports and the knowledge of the underlying database that will be required to create the new reports.	Advanced
43	3	3.6	Custom Reports Specification	Each custom developed report will contain a Report Specification. The Report Specification will have two primary sections 1) Functional Design and 2) Technical Designs. The Report Specifications will at a minimum contain: Key Elements of the deliverable will be: Report Name, General Description, Description of the Departments that use the report, Report Owner, Data Fields and Descriptions Needed For the Report, Mathematical Calculations for the Report, Sorting, Filtering, Security and any other items deemed necessary by Grand Island.	Advanced
44	3	3.7	Interface Configuration and Testing	Configuration and testing of configuration type interfaces that have been identified in Task 2.1 of this Statement of Work.	Advanced
45	3	3.7	Code, test and rollout of Interfaces/Modifications	Code Modifications and Interfaces as described in Task 2.1 of this Statement of Work. Advanced developed interfaces will be tested by Advanced before integrating into Grand Island environment.	Advanced
46	3	3.8	Legacy Data Refreshes	Grand Island to provide Advanced an extract of Legacy CIS data in the agreed upon format throughout the testing phases (Functional, ITC1, ITC2, UAT), as required. Five data refreshes are anticipated throughout the project, which include the data refresh prior to Go Live. AUS will support Grand Island where required.	Grand Island
47	3	3.8.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Grand Island's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
48	3	3.8.1	Functional Test Plan	Defines the success criteria, goals, objectives, and	Advanced

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
				scope of Functional Testing, inclusive of resources roles, and responsibilities, test environment/instance management. This document outlines the plan for Functional testing, specific scripts and expected results and Includes agreed upon pass/fail acceptance criteria.	
49	3	3.8.1	Rates Testing Matrix	Advanced will furnish a document outlining all necessary rates and rate scenario's to be tested. Grand Island is responsible for testing and confirming all rates and rate scenarios are accurate and reflect the billing requirements of Grand Island.	Advanced
50	3	3.8.1	Functional Test Scripts Execution	Grand Island to conduct testing as outlined in the Functional Test Plan, document test results (pass/fail) and log any issues in CustomerWise for resolution by Advanced.	Grand Island
51	3	3.8.1	Functional Test Plan Completion Sign-off	Completion of the Functional Test Plan to Grand Island's satisfaction.	Advanced
52	3	3.8.1	Integration Test Scripts	Generic Integration Test scripts provided by Advanced. Scripts are design to test end to end system functions.	Advanced
53	3	3.8.2	Integration Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Grand Island's system. Includes audit report that documents the results the agreed upon conversion validation parameters for both the source and target data.	Advanced
54	3	3.8.2	Integration Test Plan	Defines the success criteria, goals, objectives, and scope of Integrated Testing, inclusive of resources roles, and responsibilities, test environment/instance management. Defines the integration test scenarios that will be tested during integration testing including input data and expected outputs. The integration testing scenarios will include, Base Functionality, System Operation Requirements, Reporting, and Modifications, Interfaces and data conversion. The expected results will model multiple months of data entry and include daily cycles, monthly cycles and quarterly closeouts to model production processing. The Test Plan Includes agreed upon pass/fail acceptance criteria.	Advanced
55	3	3.8.2	Integration Test Scripts Execution	Grand Island to conduct testing as outlined in the Integration Test Plan, document test results (pass/fail) and log any issues in CustomerWise for resolution by Advanced.	Grand Island
56	3	3.8.2	User Acceptance Test Scripts	Generic User Acceptance test scripts provided by Advanced.	Advanced
57	3	3.8.2	Integration Test Plan Completion Sign-off	Completion of the Integration Test Plan to Grand Island's satisfaction.	Advanced
58	3	3.8.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Grand Island's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
59	3	3.8.3	User Acceptance Test Plan	Defines the acceptance test plan and scenarios that will be used during User Acceptance testing including input data, converted data and expected outputs. Defines the User Acceptance test scenarios that will be tested during User Acceptance testing including input data and expected outputs and agreed upon pass/fail acceptance criteria.	Advanced
60	3	3.8.3	User Acceptance Test Scripts Execution	Grand Island to conduct testing as outlined in the User Acceptance Test Plan, document test results (pass/fail) and log any issues in CustomerWise for resolution by Advanced.	Grand Island
61	3	3.8.3	User Acceptance Test Plan Completion Sign-off	Completion of the User Acceptance Test Plan to Grand Island's satisfaction.	Advanced

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Owner
62	3	3.9	End User Training & Sign off	Execution and completion of End-User training per the Training Plan.	Advanced
63	3	3.10	Go/No Go Criteria Document	Criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT infrastructure readiness and reorganization/people readiness.	Advanced
64	3	3.10	Go / No Go Decision Document approved for Go Live	Defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	Advanced
65	3	3.11	Cutover Plan	Defines steps and responsibilities of Advanced and Grand Island during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
66	3	3.11	Go Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
67	3	3.11	Go Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by Grand Island.	Advanced
68	3	3.12	Completion of Post Live Support	Conclusion of Post live support period.	Advanced
69	3	3.12	Production Support Meeting	Hand-off from the on-site post Go-Live support to the standard remote support. A report that defines status of the system is will be included in the hand-off process.	Advanced

## Appendix C – Draft Communication Plan

# **[Customer]**

## Communication Plan

Date: DRAFT

Principle Author:

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## **Preface**

This document has been created to provide the [CUSTOMER] with an approach to communication that will ensure a successful project at go-live.



## Overall Communication Approach

There will be several methods through which communication will take place during the CIS implementation project. There will be Weekly and Monthly Review meetings, Monthly reports, Quarterly Sponsor Review meetings, an Escalation Process, and several tools within those processes that will be updated to ensure a clear understanding of our project standing relative to an on-time, on-budget delivery.

### **1. *Weekly Team Meetings (AUS/[CUSTOMER])***

The Weekly Team Meeting between the AUS staff and the [CUSTOMER] staff will be at a preset time/day every week. Attendees will include key AUS team members (Project Manager, Application Consultant, and Tech Lead) along with additional subject matter experts as needed throughout the project (e.g., Conversion Specialist, Development). Weekly attendees for [CUSTOMER] should include the [CUSTOMER] Project Manager, the [CUSTOMER] Core Team, and additional subject matter experts as needed (e.g. Technical Staff).

The topics that will be covered during the Weekly Team Meetings to ensure a clear understanding of project status are listed below. The primary focus during the Weekly Team Meetings is to review these areas for recent performance and upcoming areas of work in the next two weeks. More in-depth, broad-based reviews of these same areas will be completed each Month at the Monthly Project Status Review.

#### *Weekly Team Meeting Areas for Review:*

- Key Deliverables Report
- CIS Project Plan
- CIS Open Issues/Action Items
- Risk Management Plan
- Two week look-ahead for resource planning

Key Deliverables Report. The Key Deliverables Report is a summary of all the key deliverables identified in the CIS plan. For each deliverable item a responsible person is identified with the original due date, revised date, and completion date, current item status, and comments/notes pertaining to the deliverable.

CIS Project Plan. The CIS Project Plan will be provided by the AUS Project Manager for weekly review of the last week's project work and the work in the short-term (approximately two week) work horizon.

CIS Open Issues/Action Items. Issues found within the CIS Infinity software and add-on products will be tracked in CustomerWise – an issue tracking tool which AUS uses internally and externally with [CUSTOMER] teams to track issues. All items in the list that have a status of “Open” will be reviewed, based on priority. Unassigned items are assigned and given a priority and due date. All prior assigned items are reviewed as for status and closure based on priority.

Additional project Issues and Action Items that are not specific to the software will be tracked in a section of the Monthly Report. Owners will be assigned and the Issues and Action Items will be reviewed on a weekly basis.

Risk Management Plan. The Risk Management Plan will be reviewed specifically regarding any new risks that have come up or significant changes in risk status during that week of the project. If a new risk is identified, it is documented in the report, given an impact and priority, and a mitigation plan. Similarly, if there is a significant change to the status of a risk, the changes are documented and alternative plans are made or mitigation plans are carried out as quickly as possible to minimize the potential impact to the project.

## **2. *Monthly Project Status Review***

The Monthly Project Status between the AUS staff and the [CUSTOMER] staff will be at a scheduled time each month. Attendees will include the AUS Project Manager and the [CUSTOMER] project manager. Any additional key AUS or [CUSTOMER] team members (e.g, Application Consultant, Tech Lead, Core Team members, or subject matter experts) will attend if needed.

The primary deliverable for the Monthly Project Status Review is the Monthly Project Status Report. The Monthly Project Status Report will include the pieces listed below. Many of the same areas that are reviewed in the Weekly Team Meetings will be reviewed in the Monthly Review, but in more depth and looking farther out into the project schedule.

### *Monthly Project Status Report:*

- A percent complete will be provided for the project thus far. Any variances in schedule or work will be provided if the percent complete is different than what was expected from the prior month.
- An expected percent complete will be forecast for the end of each of the project’s upcoming months.
- The current Risk Management Plan will be included and risk status will be reviewed. Additionally, a once monthly Risk Management Plan review will take place in a separate meeting to ensure that Risks are being dealt with in a

proactive fashion (see section 3 below).

- The current Key Deliverables Report will be included and reviewed in detail for the next one to two months of project schedule.
- The CIS Project Plan will be included and reviewed in detail for the next one to two months of the project schedule.
- The CIS Open Issues report from CustomerWise will be reviewed specifically for high priority items and any potential changes in project scope. If necessary, those items will be added to the Risk Management Report and the monthly Risk Management Report Review. Additional Issues and Action Items that are not software specific will be reviewed in a separate section in the Monthly Report.

### **3. *Monthly Risk Management Plan Review***

The Risk Management Plan will be reviewed on a monthly basis between the AUS and [CUSTOMER] project managers. In this monthly review, ALL risks will be analyzed to be updated, closed, or continued on in their current status. Any new risks that the teams have identified can also be added and prioritized at this time.

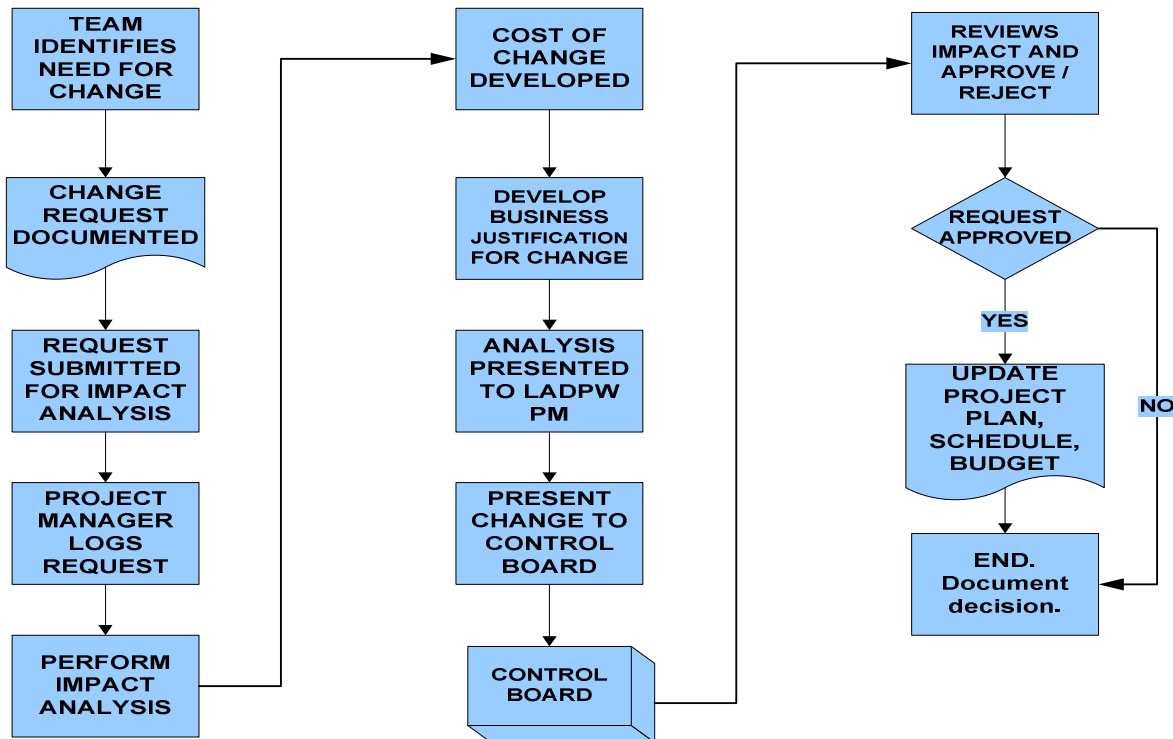
### **4. *Quarterly Sponsor Reviews***

The Quarterly Sponsor Review will include the AUS and [CUSTOMER] Project Managers and Project Sponsors. This review will take place once a quarter. The intent of the Quarterly Sponsor Review Meeting is to ensure that the project is on-time and on-budget, and that Executive Management for both AUS and [CUSTOMER] have a clear view into the project status. The primary tool that will be used to do the Sponsor Review is the latest month's Monthly Project Status Report. The intended level of attention to detail during this meeting is to identify areas of concern or material change to the project. A MS PowerPoint document will be created to highlight the following areas:

- The percent complete for the overall project thus far. Descriptions of any material variances in schedule or work will be provided if the percent complete is different than what was expected from the prior month.
- An expected percent complete will be forecast for the end of each of the project's upcoming months.
- The current Risk Management Plan will be included and risk status will be reviewed, based on priority of risks.
- The CIS Project Plan will be included and reviewed for any areas of concern or material change to the project.

## 5. *Escalation Process*

The primary level of issue resolution on the CIS project is with the AUS and [CUSTOMER] project managers. In the event of an issue that cannot be resolved between these two parties, the Project Sponsors for AUS and [CUSTOMER] will be contacted to resolve the problem.



## Communication Tools

AUS and [CUSTOMER] will use several different tools in the course of the CIS project. Some of the tools created will be used in the periodic review meetings (e.g., the CIS Project Plan, the Risk Management Report). Some tools will be created once and be more static in nature (e.g., Configuration Management document, the Communication Plan). Finally, there are tools that will be continually updated throughout the project as guides to future effort (e.g., Test Plan, Training Plan, Go-Live Plan). Descriptions of these tools are included here.

### CIS Project Plan:

This is a project schedule documented within the MS Project software package. It contains the basic Work Breakdown Structure for the project. The Work involved in the project is broken down into detailed tasks which can be rolled up into summary tasks. Dependencies throughout the project are provided as links between the tasks such that the project managers can project the future impact of schedule changes to a project. Resource names, task durations and dates are included within this plan. It is to be and used as a primary tool in the Weekly Team Review Meetings, Monthly Project Status Report and Meeting, and the Quarterly Sponsor Reviews.

### Risk Management Plan:

The Risk Management Plan lists the significant issues and risks to the CIS project. Each risk is described, and an impact is defined were the risk to occur. Each risk is then prioritized in terms of severity and given one of several risk mitigation strategies. The risk mitigation strategies can include several different approaches to provide a reduced impact of risk for the overall project.

### Change Management Plan:

The Change Management Plan is created to assist [CUSTOMER] in having a successful adoption of CIS Infinity by their staff. This Plan will include internal communication strategies on the party of [CUSTOMER] (e.g., staff newsletters). It will also include more in-depth strategies on how to include end users in significant enough exposure to the system to reduce overall strain and increase the chances of successfully using the software at Go-Live.

### Test Plan:

The Test Plan document has been created to provide the [CUSTOMER] an approach to testing that will ensure a quality product at go-live. There will be three phases in the overall testing approach: Functional Test, Integration Test, and User Acceptance Test. There will be generic test scripts written for each of these phases. The progress of all Test Plan phases will be tracked in a Test Matrix to ensure complete testing of the system.

### Training Plan:

The Training Plan provides the [CUSTOMER] with a guide to training their Core Team and End Users such that the staff will be able to successfully use CIS Infinity at Go-Live. The training will include Core Team Training, Technical Training, and End User Training. Specifically, parts of the Training Plan should be linked to the Test Plan to increase On The Job Learning (OTJL).

### Conversion Plan:

The Conversion Plan contains the steps the [CUSTOMER] will follow during their Go-Live conversion process. This will be used repeatedly as a guide to early cuts of the converted data to ensure that the [CUSTOMER] team is ready to execute the conversion at the time of Go-Live.

### Organizational Readiness Plan:

The Organizational Readiness Plan contains all of the pieces necessary for [CUSTOMER] to successfully go live on the software. This Plan will include pieces of many of the other documents listed here (e.g., Change Management tasks, CIS Project Plan tasks, Hardware and Software environment information). This plan describes all of the key pieces for the Go/No-Go decision point one month before Go-Live.

### Go-Live Plan:

The Go-Live Plan is a checklist created to assist AUS and [CUSTOMER] in having a successful Go-Live process when taking the legacy system to production on CIS Infinity. This Plan will include a list of specific tasks, roles and responsibilities specific to the week before and the two weeks after Go-Live. This plan typically begins development once configuration is complete.

### Monthly Project Status Report:

The Monthly Project Status report is the document used to ensure a clear understanding between the AUS and [CUSTOMER] Project Managers of the status of the project related to an on-time, on-budget delivery. It contains several pieces of information (please refer to the Monthly Project Status Review in the prior section for more detail).

## Appendix D – Draft Change Order Plan

# **The Client**

## **CIS Replacement Project**

### Change Control Procedure

[Date]

Principle Authors:



## Change Control Procedure

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<i>Change Control Tool .....</i>	<b><i>Error! Bookmark not defined.</i></b>
<b>Sample Change Request Document .....</b>	<b>9</b>

# Change Control Procedure

The undersigned individuals have reviewed this document and are in agreement with its content.

Project Role	Team Member Name	Signature and Date of Signature
<i>The Client Project Manager</i>		
<i>AUS Project Manager</i>		

# **Change Control Procedure**

## **Preface**

This document has been created to provide an approach to change control that will define how changes to the project scope will be managed.

## Change Control Procedure

### Change Control Process Overview

The change control procedure will be utilized to manage all material changes to the project and must be approved by both **The Client** and Advanced Utility Systems (AUS). The procedure is designed to capture all requests for change while at the same time ensuring that the decisions are traceable and made at the correct level. Either the **The Client** or Advanced Utility Systems (AUS) can raise a change request to the project. The change request (CR) will identify the business reasons for the change and define the impacts whether the change is made or not.

Change Control ensures that:

- Project baselines are established for approved changes
- Each CR is identified and managed efficiently
- Appropriate groups are made aware of the status of each CR
- A CR is monitored, approved, deferred or withdrawn
- The CIS project can exercise control over expenditure on changes
- Timely decisions are made and the process is efficient

Project Change Control is specifically designed to eliminate 'scope creep' within the project, but it is also closely linked to the communication, end user training, and organizational change management processes. As changes are identified and implemented the effects on the business community and other people associated with the new system will need to be assessed and the impact evaluated. This impact will need to be managed through the Change Management procedures and mitigated via relevant communications to, and training of, the affected users and personnel.

### Change Control Process

The following change control procedure shall be adopted for all changes to the project. The Project Management Team, consisting of the **The Client** and AUS project managers will have accountability for the Change Control Procedure and the delegated authority for approving changes.

#### ***Guiding Principles***

The following principles will govern the Change Control process:

- All changes will be tracked, regardless of size, as the cumulative effect of many

## **Change Control Procedure**

changes, even when minor, can result in an overwhelming effort for the project team

- All CRs will be documented
- All CRs must be reviewed by either the project managers
- All CRs to be approved prior to commencement of additional work or ending of current work
- All CRs will be subject to the agreed contractual rates and conditions as defined in this Agreement

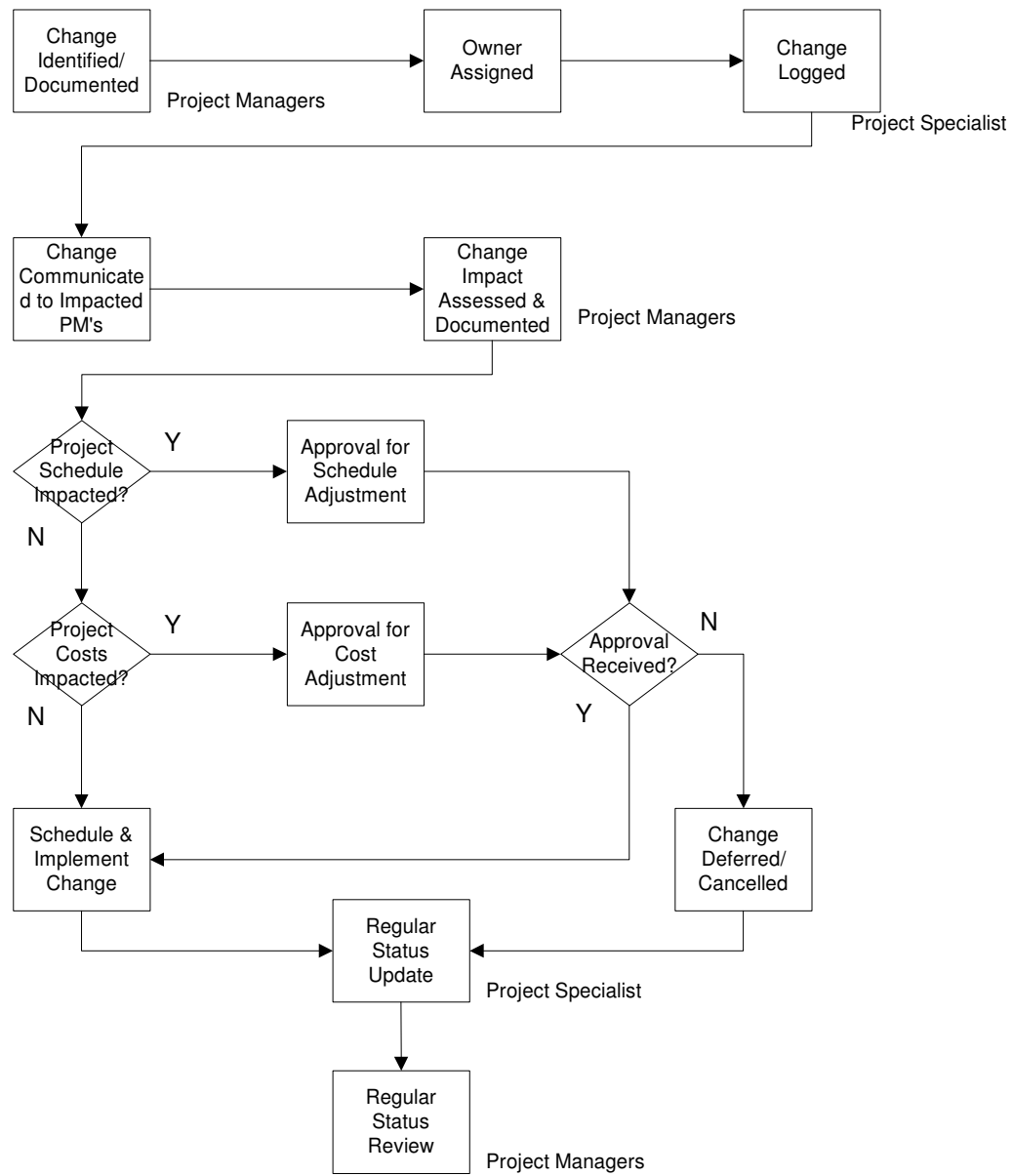
The goal of the change control process will be to:

- Manage the progress of changes raised
- Analyze the impact of each CR and propose solutions with an adequate level of technical and financial detail
- Only permit the progress of changes, which are agreed in writing in accordance with the defined CR procedure
- Record the status, progress and costs of all actions undertaken
- Communicate the results of the various stages to the originator and other participants

## Change Control Procedure

### Change Order Process

The following diagram depicts how changes will be managed within this project.



## Change Control Procedure

**Change Identified and Documented:** A Change is usually initiated via the Change Order. When a request is deemed to be a change, the Project Manager enters this change process.

**Change Owner Assigned:** Through project meeting discussions, a single Change Owner is identified (normally a Project Manager). This person speaks to the change, ensures it is analyzed by the appropriate team members and works through any approval processes to determine final disposition.

**Change Logged:** A database will be established to control/log changes. The Project Manager logs a new change into the database where the change is given a control number. Included in this document is a copy of the Change form showing the information collected.

**Change Communicated to Impacted Team Members:** The Project Manager will ensure that each new Change is communicated (electronically where possible) to all impacted team members. The Change Owner will determine who these people are.

**Change Impact Assessed and Documented:** Each Project Manager is responsible for analysis of any change that may impact their project deliverables. Impact is documented in the Change database.

**Project Schedule Impacted:** If the change impacts the Project Schedule, the Change must receive **Client** approval.

**Project Costs Impacted:** If the Change impacts project costs, the change must receive **Client** approval.

**No Cost/Schedule Impact:** If the change does not result in any revisions to either costs or schedules, the change must receive **Client** approval.

**Schedule and Implement Change:** If all necessary approvals are received (or none were required), the change is scheduled and implemented. If the project schedule is impacted, a new revised project schedule is created.

**Change Deferred/Cancelled:** If the change is not approved, the reasons are to be documented and it will be cancelled or deferred until after the project is completed.

**Regular Status Update:** Project Managers must be provided with any new information related to Change Status so that the database is kept current and the Change Summary form reflects current information. Project Managers will create a Change Summary report on request only.

**Regular Status Review:** Review of the ongoing status of changes is a mandatory item on each project management meeting agenda.

AUS reserves the right to charge **The Client** for investigating change requests, when appropriate. AUS and **The Client** will discuss and agree to this prior to initiating the work.

The completed response will be returned to the Project Management Team. Appropriate

## **Change Control Procedure**

approval shall be sought for the change.

Each change request will be either:

- Approved for inclusion in the project, where the impact on the current phase is outlined and approved as part of the CR
- Approved for inclusion in a future phase, where the impact on the future phase is outlined and approved as part of the CR
- Rejected and Closed

Both Parties shall work in good faith to review and approve or reject any such CRs within a reasonable period of time, typically no more than five (5) Working Days, or as mutually agreed by the parties, from the return of the 'investigated' CR. If accepted, the CR shall be henceforth termed a "Change Order" and the change in work-scope, Statement of Work, fees and payment schedule shall become immediately effective.



## Change Control Procedure

### Sample Change Request Document

<b>CR Number</b>		<b>CR Name</b>	
<b>Project Name</b>		<b>Date Submitted</b>	
<b>Project Manager / Owner</b>		<b>Resolution Needed By Date</b>	
<b>Client Name</b>	The Client	<b>Requested By</b>	
<b>Change Request Type</b>	<input type="checkbox"/> New Requirement <input type="checkbox"/> Requirement Change <input type="checkbox"/> Scope / Resource Change <input type="checkbox"/> SOW Clarification	<b>Priority</b>	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
<b>Business Description</b>	<b><u>Business Drivers / Change Description:</u></b>		
<b>Change Benefits and Justification</b>			
<b>Initial Disposition</b>			
<b>Disposition</b>	<b>Reason if not approved</b>	<b>Signature</b>	<b>Date</b>
<input type="checkbox"/> Accepted & forwarded to Project Manager for review <input type="checkbox"/> Future Enhancement <input type="checkbox"/> Rejected			
<b>Analysis Information</b>			
<b>Proposed Resolution</b>	<b><u>Approach:</u></b>		

## Change Control Procedure

<b>Effort Impact</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)
<b>Schedule Impact</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)
<b>Cost Impact</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)
<b>Resource Impact</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)

<b>Impact if NOT Approved (Schedule, Cost, Quality)</b>	(Provide explanation)
---	-----------------------

Final Disposition	
<b>Change Control Status</b>	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Future Enhancement
<b>Change Control Reason, if not approved</b>	

Approvals			
Title	Name	Signature	Date
<b>The Client Project Manager</b>			
<b>AUS Project Manager</b>			

## Appendix E – Cost Breakdown

	Description	Quantity/ Hours	Cost
<b>License Fees</b>		30 concurrent users and 1 server license	
	CIS Infinity		205,000
	Infinity.Link	1 site license	40,000
	<b>Total License Fees</b>		<b>\$245,000</b>
<b>Services Fees</b>	Project Management	400 @ 150/hr	60,000
	Discovery	200 @ 150 hr	30,000
	Data Conversion	450 @ 150/hr	67,500
	Configuration	1,500 @ 150/hr	225,000
	Training	400 @ 150/hr	60,000
	Interfaces & Modifications	320 @ 150/hr	48,000
	Infinity.Link	150 @ 150/hr	22,500
	Post Live Support	160 @ 150/hr	24,000
	<b>Total Service Fees</b>		<b>\$537,000</b>
	<b>Total License and Implementation Service Fees</b>		<b>\$782,000</b>
<b>Travel Related Expenses</b>			<b>\$89,250</b>
	<b>Total</b>		<b>\$871,250</b>

**Schedule “B”**  
**Fee Structure and Payment Schedule**

The total fees payable under this Software Implementation Services Agreement are \$537,000, which amount is not inclusive of those elements which are specifically excluded as described in the Software Implementation Services Agreement. The fees shall be paid in the following manner as delineated below:

<b>Reference</b>	<b>Services Milestone – CITY will be billed monthly for all milestones completed during the month (i.e. one invoice per month).</b>	<b>Invoice Amount</b>
MP1	Project Management Month 1	\$5,400
MP2	Project Management Month 2	\$4,200
MP3	Project Management Month 3	\$4,200
MP4	Project Management Month 4	\$4,200
MP5	Project Management Month 5	\$4,200
MP6	Project Management Month 6	\$4,200
MP7	Project Management Month 7	\$4,200
MP8	Project Management Month 8	\$4,200
MP9	Project Management Month 9	\$4,200
MP10	Project Management Month 10	\$4,200
MP11	Project Management Month 11	\$4,200
MP12	Project Management Month 12	\$4,200
MP13	Project Management Month 13	\$4,200
MP14	Project Management Month 14	\$4,200
MP15	Delivery of Functional Discovery Workshops	\$35,000
MP16	Functional Discovery Document Signoff	\$25,000
MP17	Delivery of Data Conversion Workshop	\$27,500
MP18	Data Conversion Plan Sign off	\$5,000
MP19	Interface & Modification Workshop	\$18,000
MP20	Functional & Technical Specification Signoff	\$25,000
MP21	Mock - up of Custom Report Signoff	\$20,000

MP22	Initial Conversion & Configuration Rollout	\$36,500
MP23	Completion of Core Team Training	\$35,000
MP24	Data Refresh # 2 Load (Functional Testing)	\$30,000
MP25	Functional Testing Sign off	\$15,000
MP26	Data Refresh # 3 Load (ITC #1)	\$25,000
MP27	Integration Testing Cycle 1 Sign off	\$20,000
MP28	Deployment of Interfaces & Modifications	\$5,000
MP29	Data Refresh # 4 Load (UAT)	\$20,000
MP30	User Acceptance Testing Sign off	\$20,000
MP31	Completion of Week 1 to 3 End User Training	\$20,000
MP32	Completion of Week 4 & 5 End User Training	\$20,000
MP33	Go Live	\$30,000
MP34	Completion of Post Live Support month 1	\$25,000
MP35	Infinity Link Services	\$20,000
<b>Total</b>		<b>\$537,000</b>

Schedule "C"  
Sample Form Change Order

**Change Order**

**(a) Contact & General Information**

<b>Client</b>	_____	<b>Date</b>	_____
<b>Client</b>	_____		
<b>Contact</b>	_____	<b>Software</b>	_____
		<b>Application</b>	_____
<b>Client Email</b>	_____		_____

(b)

**(c) Description of Work**

**Attachments:** ☐

**(d) Client Approval**

000		\$0.00
<b>Chargeable Hours</b>	<b>Rate</b>	<b>Amount</b>
000	000	
<b>Non-Chargeable Hours</b>	<b>Total Hours</b>	

**Client Signature**

**Date**

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

**(e) Internal Use Only**

<b>Customer #</b>	<b>Application #</b>	<b>Originated by #</b>	<b>PO#</b>	0000000
_____	_____	_____	_____	

**Schedule “D”**  
RFP – Harris response to Organization

Schedule “D”, being the response to the RFP by Harris, is provided for information purposes only if required to provide perspective regarding the intentions of the parties and does not otherwise create binding obligations on the parties.





2235 Sheppard Avenue East  
Suite 1400  
Toronto, ON M2J 5B5

Contact:  
Monica Samson, Director Sales & Marketing  
Phone Number: (714) 488-5993  
Email: [msamson@advancedutility.com](mailto:msamson@advancedutility.com)

# **City of Grand Island, Nebraska**

**Request for Proposals**

**for**

**Software for the Billing and Collection of**

**Electric / Water / Sanitary Sewer**

**Response**

**October 25, 2012**



Tuesday, October 23, 2012

Patrick Kaup - Utility Services Manager  
City of Grand Island, Nebraska  
City Clerk's Office  
100 E. First Street  
Grand Island, Nebraska 68801

Dear Mr. Kaup:

I would like to thank you for providing Advanced Utility Systems, a division of N. Harris Computer Corporation (Advanced) with the opportunity to respond to the City of Grand Island, Nebraska's (the City's) Request for Proposals for Software for the Billing and Collection of Electric / Water / Sanitary Sewer. I am pleased to enclose 4 copies of our proposal and confirm that it shall remain firm for a period of ninety (90) days after the proposal due date.

Advanced has proven customer information and utility billing software, CIS Infinity™, which we have successfully implemented in 120+ organizations across North America and the Caribbean. It is powerful, feature-rich, flexible software. Along with the core modules of cash processing, billing, reporting and collections that support revenue management activities, it includes many features (contact management, alerts, bill formatting, inventory management) designed to allow the City to provide exceptional customer service.

We learned a great deal of information about the City from this RFP. We would very much welcome the opportunity to meet the City's team and discuss the details of our proposal with you.

Should you have any questions or require additional information, Monica Samson, Director Sales & Marketing will serve as the primary point of contact. Her contact information is as follows:

Monica Samson - Director Sales & Marketing  
(T) (714) 488-5993  
[msamson@advancedutility.com](mailto:msamson@advancedutility.com)

I, Peter Fanous, Executive Vice President, Advanced Utility Systems, a division of N. Harris Computer Corporation, am the individual who is authorized to negotiate and obligate the organization contractually.

Sincerely,

Peter Fanous - Executive Vice President  
(T) 416-496-0149 Ext. 231  
[pfanous@advancedutility.com](mailto:pfanous@advancedutility.com)

2235 SHEPPARD AVENUE EAST SUITE 1400 TORONTO ONTARIO M2J 5B5 TEL (416) 496 0149 FAX (416) 496 3910  
[www.advancedutility.com](http://www.advancedutility.com)

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**RESTRICTION ON DISCLOSURE AND USE OF DATA**

The information in this proposal is subject to the provisions of the City of Grand Island, Nebraska's policies. All screen shots, implementation methodology and Microsoft Project Plan included in this proposal are considered trade secrets or proprietary information and may place the offeror at a competitive disadvantage should they be released to the public or our competitors. These items consist of ideas, concepts, knowledge or solutions developed by Advanced Utility Systems for which N. Harris Computer Corporation owns exclusive rights. Any proprietary information has been clearly marked in the footer. It is requested that these sections not be disclosed to the public or our competitors without the consent of the offeror.

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# 1. Executive Summary

In response to the City of Grand Island, Nebraska's (the City) Request for Proposals for Software for the Billing and Collection of Electric / Water / Sanitary Sewer, Advanced Utility Systems, a division of N. Harris Computer Corporation (Advanced) is proposing the implementation of CIS Infinity, our customer management and utility billing solution along with Infinity.Link, our customer self-service module.

Advanced has built its organization around its core competency: serving utilities' needs with state-of-the-art software and support. Advanced has successfully implemented our solution at 120+ utilities that provide electric, water, sanitary sewer and other utility related services. Advanced's utility industry focus and our extensive experience in successfully implementing our solution for utilities like the City enables us to share utility best practices with our customers to ensure a successful deployment and long term use of our solution.

Advanced is committed to establishing a long term partnership with the City. This starts with the successful implementation of our solution and continues with providing high quality ongoing support. Our experienced implementation team will deliver a solution that will meet and exceed the City's major business objectives for this initiative as identified in your Request for Proposals.

Based on a review of your business objectives, we would like to highlight the advantages of our solution that we believe make Advanced the right partner for the City.

## **New and Improved Business Functions**

**Comprehensive Functionality:** CIS Infinity has unmatched functionality, which means you can automate repetitive tasks, put paper-based processes online, and improve your revenue stream, all without expensive customization. Customer self-service capabilities (Infinity.Link) are also available which will result in greater operational efficiency, reduced costs, and improved service levels for the City's customers and employees.

**Configuration not Customization:** Every utility has unique business processes that must be supported by their systems without having to rely on their vendor to configure changes. All rules, rates, and workflows are control table driven, not "hard coded" to meet the requirements of a single customer. By replacing custom coding with sophisticated configuration tools, implementation is faster, more reliable and reduces your total cost of ownership. When new requirements emerge in the future, the City can use in-house administrative staff to make the changes, eliminating custom coding projects that can result in unexpected, budget-breaking costs.

## **Productivity Improvements**

**Easy-to-use interface:** CIS Infinity is easy to use and navigate. Users can access key information on a single screen – no need to jump from screen to screen to obtain information and perform routine billing functions. This makes training and user adoption faster as well as easier and helps CSRs obtain information they need for first call resolution. Additionally

with the deployment of Infinity.Link, Advanced's real time integrated customer web portal, the City will enable its customers to conduct their utilities business on a 24 x 7 basis by offering electronic billing and payment and other customer self-service capabilities, thereby reducing the number of call in requests from customers.

**Workflow Automation and Routing:** CIS Infinity's "Actions" and workflow will enable the City to reduce manual processes and improve operational efficiencies through system automation. Collection processes (e.g. customer reminders, penalties), service order generation (e.g. move in/out), and more can all be automated through the use of user defined Actions.

### **Integration Improvements**

CIS Infinity interfaces and integrates with many third party applications that will enable the City to extend its core CIS requirements. This will eliminate the need for duplicate entry of data. Advanced's experience integrating and interfacing with many of the City's current third party products will make deployment and integration faster and reduce initial implementation and ongoing support costs.

### **New Business Opportunities**

**Infinity.Link:** A complete Internet solution for two-way communication with your customers. It creates a whole new level of customer care by putting the power of your organization and your Customer Service department on your web site.

With Infinity.Link, customers can get real-time information on their account 24 hours a day seven days a week. They can easily look up consumption history, log service calls, review and pay their account, print bill history, and submit meter readings whenever it is convenient for them.

**Search:** Find customers and accounts quickly using sophisticated filters and search criteria. CIS Infinity has hundreds of ways to search for a customer, including customer name, service address, account number, meter number, transponder number, etc. As well, all fields including user defined fields are searchable and can be reported on.

### **Implementation Excellence**

Advanced strongly believes that high quality providers must not only take the role of software provider, but also that of an organization that implements the software, converts existing data, and provides training, documentation and ongoing maintenance and support. Advanced recruits experienced utility and technology staff to bolster its implementation and support teams. All of Advanced's core teams are replete with industry veterans who bring deep technical and business expertise to our implementations. Our skilled services staff will work with your project team to enhance current business practices, develop methods for streamlining operations, and ensure that all of your staff is well-trained and able to exploit the benefits and advantages of the Advanced solution. Our commitment is to work with the City to successfully implement our proposed solution using our proven, structured

implementation methodology. Our ultimate goal is to solidify a long-term working relationship that will meet your immediate needs and serve you well into the future.

Advanced and our customers have received numerous awards, certifications and recognitions for the quality of our implementations and solutions as noted here:

- Best CIS Implementation - CS Week and Electric Light & Power's 2011 Expanding Excellence Awards program - Awarded to Saint Paul Regional Water Services, MN for the implementation of CIS Infinity
- Energy Planning Network - CIS Implementation Excellence Award for our implementation at Bellevue, Washington. The project was scored on project innovation, benefits, and project management and application quality.
- Center for Digital Government - Best of California 2011 - Best Application Serving the Public - awarded to Los Angeles County Department of Public Works for their deployment of Infinity.Link, utility customer self-service (My Waterworks Account Manager)

**Financial Strength & Longevity:** Our longevity and consistent growth is a result of our commitment to our customers' success. Advanced has the backing of a financially strong organization, Constellation Software. Advanced is committed to serving our target markets for the long term. Advanced continues to invest in our products to ensure we continue to meet the requirements of our target markets.

**Total Support:** The Advanced solution includes the software, consulting, extensive technical support, regular upgrades and improvements, and the establishment of a solid, productive relationship with the City.

In summary, our solutions' flexibility, reliability, comprehensive capabilities, easy to use interface, along with our long term commitment to our customers' success are just some of the key reasons why the City should consider Advanced as a partner for your CIS solution. We look forward to building a mutually rewarding, long term, partnership and to the opportunity to successfully implement our solution with the City.

## 2. Response to Terms and Conditions

Advanced has reviewed and accepted the Terms and Conditions set forth in the RFP. However; in the event that Advanced is selected as the awardee for the contract to be awarded under this RFP, we request an opportunity to meet with representatives of the City to review, negotiate, and mutually agree to all contractual terms and conditions that will govern the services to be provided. Advanced is prepared to promptly devote resources to such discussions so that a mutually acceptable contract may be concluded in an expeditious manner that aligns with the anticipated project schedule. Our submission of a proposal in response to the RFP should be considered a commitment to provide the services sought under a fair and reasonable agreement between the parties. We are mindful that the City as a public entity may be required by statute and regulation to include certain clauses in any final contract. We look forward to working with the City to finalize contract terms and conditions for this project that adequately address and protect the core interests of each party.



### 3. System Description

CIS Infinity is our flagship customer information and billing software application that has a solid history of providing comprehensive, reliable, and cost-effective services to utilities. CIS Infinity is not modular and all functionality is included as part of the base package as listed below:

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

## Account Management

CIS Infinity's user interface is designed to provide access from the account inquiry screen to all customer information with the click of a mouse. CIS Infinity retains all customer history including calling history, correspondence notes, comments, service orders, usage, credit and payment for an unlimited period of time. It can manage single accounts, master accounts and temporary accounts. CIS Infinity also provides access to available and installed service offerings, product offerings, equipment offerings and program offerings.

Utilities need to use the customer account for multi views into account transactions, consumption, payments, billings and adjustments. Account specific notes are readily handled by CIS Infinity. Menus are dynamic and as such users can decide what to call files and how the menus are to be organized.

Navigation throughout CIS Infinity is simple. All information associated with a customer is available on a single, easy to read window. Common functions are available on the toolbar at the top. Below the toolbar is the Customer Information Band, which provides the most commonly accessed data at a glance. Seventeen well-organized tabs provide further information regarding the account. Data associated with that tab is available in the center of the window along with functional buttons. Accounts are located by simply typing the account number at any location throughout the software. A detailed search is available which may be customized to locate particular criteria. Clicking 'More' on the toolbar exposes a browser-like history of the most recently accessed accounts.

**DEMO V3 - Customer Account Inquiry**

Customer: 00178749  
Account: 816407406  
SPIDER MAN  
18 DW  
ANYTOWN, 12345

Balance: \$0.00  
Deposit: \$0.00  
Last Bill: Plan: None  
Next:

Active  
Owner  
Credit is Excellent (0)  
USER'S CONFERENCE/UTILITY  
DC07/DCB07

Residential  
No Tasks to be completed on file

Deposits | Meter Reading | Contact | Equipment | Supplier | Loans/POS | Collections | Map

Customer | Service Address | Customer/Account | **Services** | Addresses | Reading History | Transaction History | Bills | Comments | Move In/Out | PAP

Electric | Water

Bill Codes

Description	Multiplier	Start Date	End Date
1 C00 - Single Family Water Rates			

Previous Date: 02/01/2006 | Meter Room: | Deactivated On: | Reactivated On: |

\$ Credit Code: | Usage Discount Code: | Date Installed: 02/01/2006 | Date Removed: | Key Reference: |

**Meters for this service**

☐ Master Meter ☐ Sub Meter ☐ Service Multiplier 1 ☐ Service Multiplier 2

☐ Not Active ☐ Do Not Read Inactive Service

Meters | Flat Rate

Service	Meter #	Read Type	Meter Bill Code	Remote Type	Dials	Decimals	Billin
Water	DCW220	Water		Radio Frequency	4	0.000	

## Billing Management

With CIS Infinity, you can implement a wide variety of complex billing processes, including

- consolidated bills for large industrial or government clients
- miscellaneous billing for non-utility transactions.
- billing for different types of readings, including meter reads and consumption

Real time transactions eliminate the need for day-end processing. The integration of the customer information component and the billing component of CIS Infinity makes processing adjustments, estimates and final bills quick and easy. You can define your own exception parameters and processes, make special discount and credit arrangements for individual customers, implement alternative tax rates and apply multiple taxes.

Cycle, date and event driven billing schedules are all supported by CIS Infinity. Time and volume based consumption are tracked and recorded through interval meters, while consumption validation and estimation algorithms are handled through customer-based exception checking and billing.

CIS Infinity provides you with simplified billing processes, including cancel and re-bill, bill re-print based on revised consumption history, single bill print from archives and bill register re-print. Bill registers are archived electronically. You have greater precision for exception checking, usage quoting and estimating based on unlimited reading history.

### *Estimating*

CIS Infinity can be configured to offer different estimating procedures for each service. Bills, deposits and equalized billing can be estimated based on a user-defined formula, for example

- the amount of the last bill,
- the average of the last six months, year or two years,
- the same as the bill six months, year or two years ago.

With CIS Infinity you can also track the history of the service address and the previous customer's history for greater estimating precision.

### *Pre-authorized payment*

CIS Infinity makes it possible for your organization to offer five different types of pre-authorized payment plans, including equalized and actual billing. CIS Infinity interfaces with all major financial institutions. Users can define the equalized payment quote formula based on consumption history. Payment plan accounts can be automatically reconciled and reminders and/or labels can be produced. Customers are able to choose which days their payments are drawn from their accounts.

### *Consolidated billing*

With CIS Infinity, you can consolidate bills from several accounts in one bill (for example, one bill for a landlord who owns several properties). You can also meet specific billing requirements for certain individuals, regardless of when or how the bill is produced (for example, large-print bills or bills in a language other than English).

### *Canceling and re-billing*

CIS Infinity allows users to cancel and re-bill inaccurate bills in one step. If an adjustment needs to be performed on a bill, the customer service representative can select the bill and request to cancel and re-bill it. When the bill is canceled the software will prompt the user for a new read. When the new read is inserted the bill will be picked up in the billing procedure, re-printed and updated automatically. A customer service representative can choose to cancel and re-bill the entire bill or individual services on the bill. If there is no read available the customer service representative can simply cancel the bill and choose not to re-bill the account.

Service	Cancel	Reason	Rebill
Electric	<input checked="" type="checkbox"/>	Bad read	<input checked="" type="checkbox"/>
Water	<input type="checkbox"/>		<input type="checkbox"/>

Service	Meter	Read Type
Electric	00112627	Electric
Water	91918943	Water

Service	Meter	Read Type	Previous Reading	Meter Reading	Read Status	Reading Date
Electric	00112627	Electric	86192.00000	87597.00000		/ / : : AM

### Credit and Collections Management

Collections procedures including penalty pick up are automated based on collection parameters defined by the user. CIS Infinity will build credit ratings based on your specifications. The software stores unlimited collection history for each account, which is quickly accessible through the customer information screen. Collection history is customer specific and aggregates a customer's credit rating based on all of their previous properties. CIS Infinity automatically tracks payment arrangements and their current status, initiates collections procedures (call, notice and print) and assigns follow-up tasks.

Like your Service Order workflow, your Collections workflow can be fully **automated**. Tasks for other users, letters to customers, service orders, bill messages, and a variety of other actions can be automatically generated based on a customer's collections activity.

In addition, Collection parameters are specifically designed for deposits. CIS Infinity can be configured to provide automated interest pick up with interest applied to either the deposit or the account. CIS Infinity also provides for the set-up of late payment and returned check penalties. The system can also be easily configured to accommodate third party, guarantor and co-signer relationships.

#### *Credit Ratings*

CIS Infinity tracks each individual's credit rating using a credit point system. The credit rating system is easily configured and can be tied to transaction codes such as NSF checks or collection actions such as notices or disconnections. A user can also manually adjust the credit rating if the user feels the customer's credit rating should be increased or decreased.

## Service Order automation

Managing service orders is a key part of any utilities business. CIS Infinity provides the functionality to make this happen smoothly and effectively. It can initiate work, track work through a pending order process, update orders, and view historical orders; both service and meter based.

More importantly, the service order workflow can be fully **automated** – CIS Infinity can automatically issue a service order in response to a variety of events, including billing exceptions, collections activity, and so on.

Information about service orders related to an account is available for viewing and editing in the Service Orders tab. The user responsible for creating the order is tracked along with the name of the user to whom the order has been assigned.

**DEMO V3 - Customer Account Inquiry**

Customer: 00178794  
Account: 816408066  
VENUS WILLIAMS  
7 TENNISWORLD AVE  
ANYTOWN, 12345

Balance: \$210.14  
Deposit: \$0.00  
Last Bill: \$210.14 Due 04/20/06  
Plan: Variable - Auto Debit  
Next: \$210.14 on the 04/20/06

Active Owner  
Credit is Excellent (0)  
USER'S CONFERENCE/UTILITY  
DC06/DCB06

Residential  
No Tasks to be completed on file

SO #	Service Order Type	Service Message	Print Date	Completed	Date/Time Closed	Canc
870	Disconnect For Non Pay	Disconnect Electric service	03/30/2006	No	/ /	No

Progress Notes  
Completed Notes

☐ Show Completed  
☐ Show Cancelled

Also, all service orders can be tracked, organized, and edited using the Service Order Management screen.

**DEMO V3 - Service Order Management**

Service Order Details | Progress/Completion Notes | Customer/Account Details | Appointment | List

Service Order Type: [Dropdown]  
Assigned to: User [Dropdown]  
Service Message: [Text Area]  
Print Date: [Date Picker]  
Selected Meter(s): [Text Area]  
Action: [Dropdown]

Service Order #: 0  
Created By: [Text Field]  
Date/Time Created: [Date/Time Picker]  
Printed By: [Text Field]  
Date/Time Printed: [Date/Time Picker]  
Closed By: [Text Field]  
Date/Time Closed: [Date/Time Picker]  
Service Request #: 0

## Payment Arrangements

CIS Infinity allows payment arrangements to be tracked on an account. Arrangements can be made for a single payment for the overdue amount or for multiple payment arrangements until the total arrears owing is paid off. Users are notified if any payment arrangements are broken so you can take the appropriate action if a customer fails to meet their payment obligations.

Arrangement Date	Arrangement Amount	Status
//	\$0.00	None

## Exemptions

The Collections module within CIS Infinity allows a user to exempt specific customers from collections actions. Customers can be made exempt from all collection action or be exempt from specific collection actions such as notices, disconnects or penalty charges.



## Customer Contact

When customers call you, they expect their Customer Service Representative to have knowledge of all correspondence with that customer. The **Contact** tab is available on the Main Customer Service Form. Not only is there a record of historical transactions, but newsletters, notes, and service orders may be generated and tracked.

DEMO V3 - Customer Account Inquiry

Previous Active Next Refresh 1 2 Search Edit Add Contact Exit

Previous Filter Next Current Tasks Done Arrange 00178752 816407421 05/08/2006 04:28:26

Customer: 00178752  
Account: 816407421  
DR NO 22 DW 12345

Balance: \$0.00  
Deposit: \$0.00  
Last Bill: None  
Plan: None  
Next:

Active Owner  
Credit is Excellent (0)  
USER'S CONFERENCE/UTILITY  
DC07/DCB07

Residential Move Out 04/11/06  
No Tasks to be completed on file

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP

Deposits Meter Reading Contact Equipment Supplier Loans/POS Collections Map

All Notes Tasks Letters Service Orders Contacts Inquiries Schedule eMail Attachments

SO #	Service Order Type	Service Message	Print Date	Completed	Date/Time Closed	Cand
900	Final Bill Service Order		04/11/2006	No	/ /	No

Progress Notes Completed Notes

Show Completed Show Cancelled

The comprehensive, integrated Contact Management system in CIS Infinity allows users to assign tasks and automatically generate them for many aspects of their business, creating a tool that supervisors and managers can use to manage workflow. All contact with a customer is available from one tab including notes, tasks, payment arrangements, letters, service orders, notice history, contact history and inquiry history.

CIS Infinity supports and tracks all correspondence. It automatically imports customer information into your word processing program for the creation of individual letters or for the generation of form letters.

The software allows you to identify and track customers independent of the service address. New move-ins, or move-outs can be identified and procedures are in place to then process these accounts. Detailed account summaries and account listings with drill down capabilities are available within the system. Each account may be defined as a member of a special group. These groups may be billed independently.

## Service Address Management

CIS Infinity separates the customer account number from the service address number. Combined they represent the complete customer account. Separated they allow information about the service address to be maintained with the building or premises.

With the automated contact management system in CIS Infinity, the move in/move out process is simplified. With the completion of a move in/move out entry on CIS Infinity, the meter reading is automatically scheduled, the necessary service orders are generated and all information for processing deposits and final bills are prepared.

**DEMO V3 - Customer Account Inquiry**

Previous Active Next Refresh 1 2 Search Edit Add Contact

Previous Filter Next Current Tasks Done Arrange 00178752 816407421 05/08/2006 04:28:26

Customer: 00178752 Balance: \$0.00 Active  
Account: 816407421 Deposit: \$0.00 Owner  
DR NO Last Bill: Credit is Excellent (0)  
22 DW Plan: None USER'S CONFERENCE/UTILITY  
, 12345 Next: DC07/DCB07

Residential Move Out 04/11/06  
No Tasks to be completed on file

Deposits Meter Reading Contact Equipment Supplier Loans/POS Collections Map

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP

Address Line 1 Address Line 2

Street # Suffix Prefix Street Name Suffix Apt/Suite/Unit Post Office Box Subdivision

22 DW

Town/City/Village Province/State Postal Code/Zip Code Delivery Point Parcel # Lot #

12345

Parcel ID Old Account #

Direction Instructions Nearest Weather Station

Inspection Order # Internal Map Coordinates

Tax District Internal Map Reference Number

Structure Type GPS Longitude

Structure Size Land Lot Size GPS Latitude

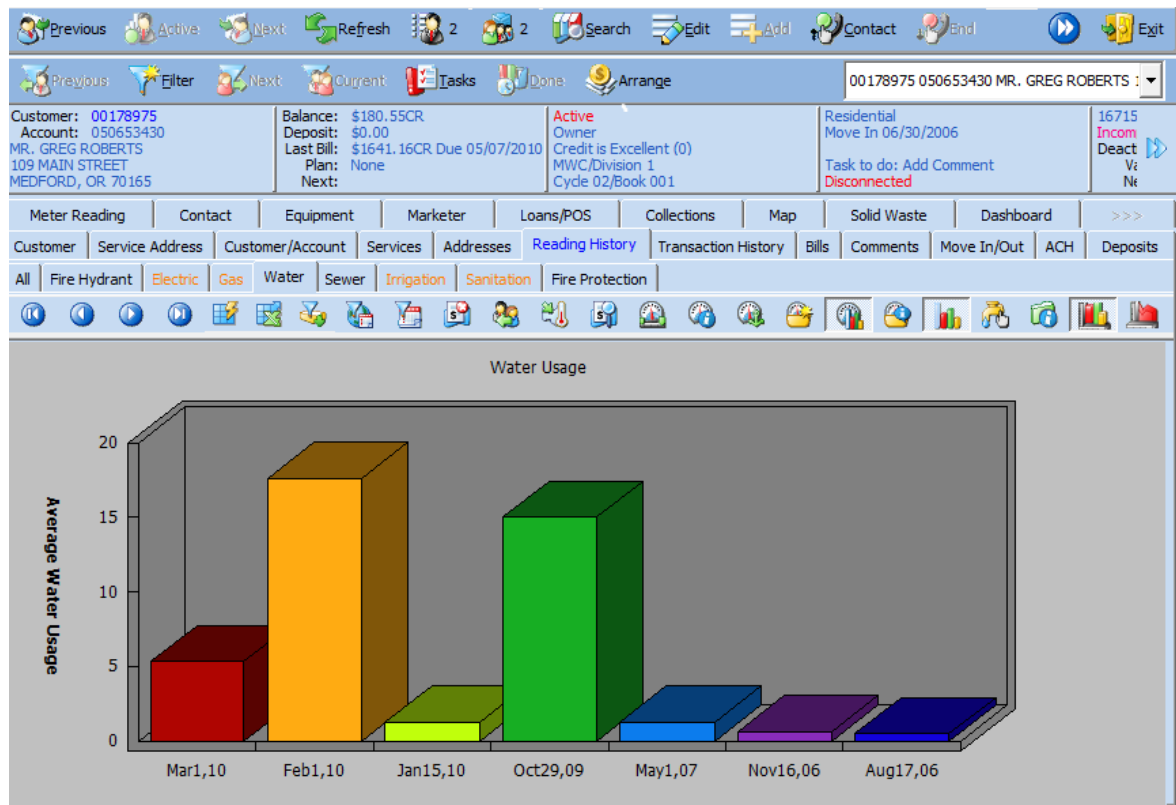
Zone Property Value \$0.00

Default Auto Move In Customer# Set Auto

Name

## Usage Management

CIS Infinity is used to effectively manage usage. At each of these sites an interface has been developed with the meter reading systems including hand-held, automated meter reading systems, and time-of-use systems. CIS Infinity has the ability to capture and track consumption-based usage based on the passage of time as well as measured flow. The system also validates consumption, processes reads and tracks unauthorized use.



## Security

Security setup is similar to Microsoft NT security. System administrators create user identifications and users can belong to one or more groups. Objects in CIS Infinity can be restricted by user identification, or by group.

The first level of security in CIS Infinity is the ability to completely configure the user's **menus and items on menus**. If you do not wish to give a user access to a form you can simply not place the form on the user's menu.

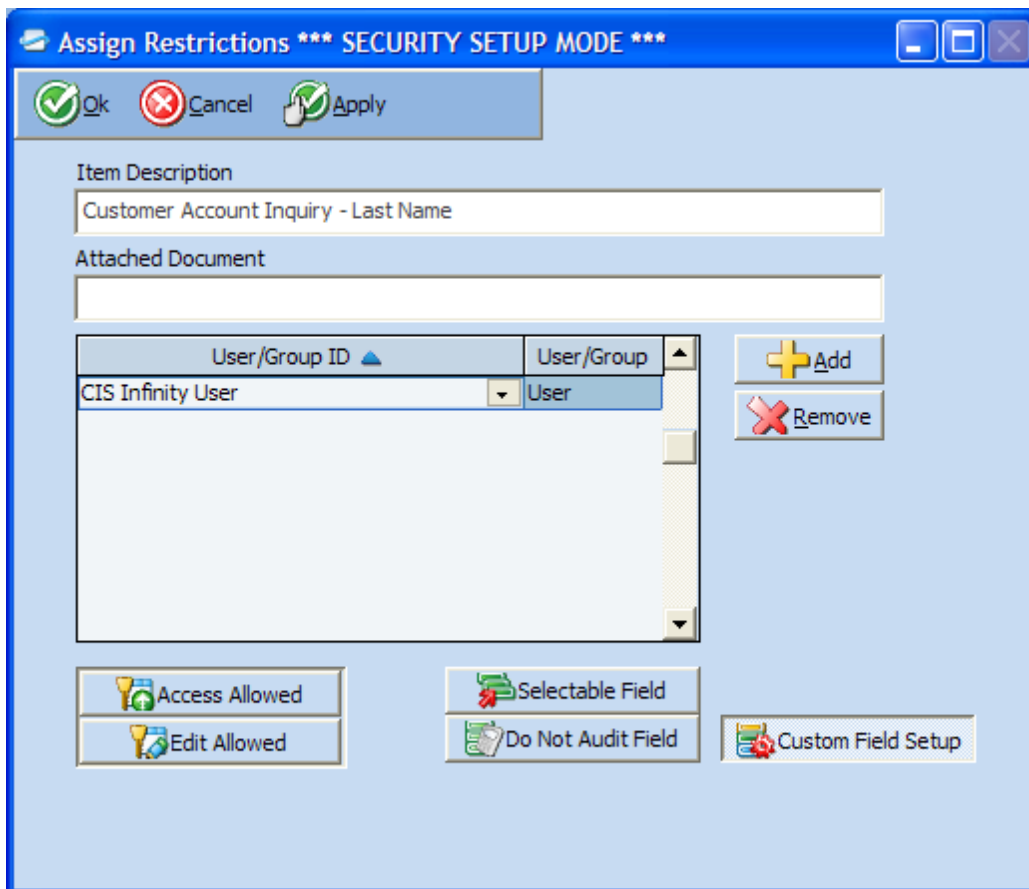
System Administrators can pre-define a series of menus that are common, and those menus can be placed on the users menu. Each user's menu does not have to be defined from scratch and could simply have the pre-defined menus on them.

Each item that can be added to the users menu comes with a pre-defined description from Advanced, these descriptions can be customized by the System Administrators to suit your needs and terminology.

Security in CIS Infinity is object based rather than field and table based. This allows system administrators to **secure not only secure fields, but objects such as buttons and pick lists**. You can secure anything you see on the forms of CIS Infinity rather than just restrict users' access to fields or tables. Objects that can be restricted in CIS Infinity Include:

- Fields
- Forms
- Pick lists (entire pick list or selected items in the pick lists)
- Accounts (you can restrict access to particular customers' accounts by user id or by group)
- Batch of Cash (only cashier can use their own batch)
- Billing Batch
- Buttons on forms (restrict users or groups from functions on forms)

Restrictions on objects include read only, visible to user, deletion, addition and more. Security options differ based on the type of object. For example, entire forms can be made read-only or you can restrict the user to editing current information but they cannot add or delete.



This image illustrates some options for securing a field in CIS Infinity:

- Access Allowed – Choosing this will restricted the user from seeing or editing the field. This can be used to remove fields from the form that you do not utilize as well as restrict access to fields from users who do not need access, for example, Bank Account number.
- Edit Allowed – This will leave the field visible to the user, but restrict editing the value in the field.
- Selectable Field -- Since CIS Infinity contains ad hoc query and ad hoc reporting capability, the Selectable field restriction prevents users from being able to use the field in an ad hoc query or ad hoc report.

#### *Auditing*

Aside from restrictions, Security also provides the System Administrator access to place auditing on any data field in CIS Infinity. Toggling the Audit/Do Not Audit Field button will enable tracking of the changes, additions and deletions of this field at the middle data access layer of CIS Infinity. Once auditing is placed on a field, end users can also view modifications to these fields

## Scope of Services

### A. Meter Reading

CIS Infinity interfaces with all industry meter reading applications, including Northrop Grumman Logicon, to send out accounts for readings as well as to capture all readings and updated notes and/or comments. The transfer of files, in and out, is done via text files.

CIS Infinity also fully supports AMR. For the purposes of your reading schedule, CIS Infinity generates the appropriate files for uploading and downloading. These files can be generated automatically through CIS Infinity's Scheduler or completed manually. CIS Infinity supports "drive by", "radio tower" and telephone based AMR systems. The meter inventory stores relevant AMR information such as ERT and Radio Frequency.

Furthermore, with the completion of a move in/move out entry in CIS Infinity, a meter reading is automatically scheduled, the necessary service orders are generated (e.g. final read) and all information for processing deposits and final bills are prepared.

### B. Billing

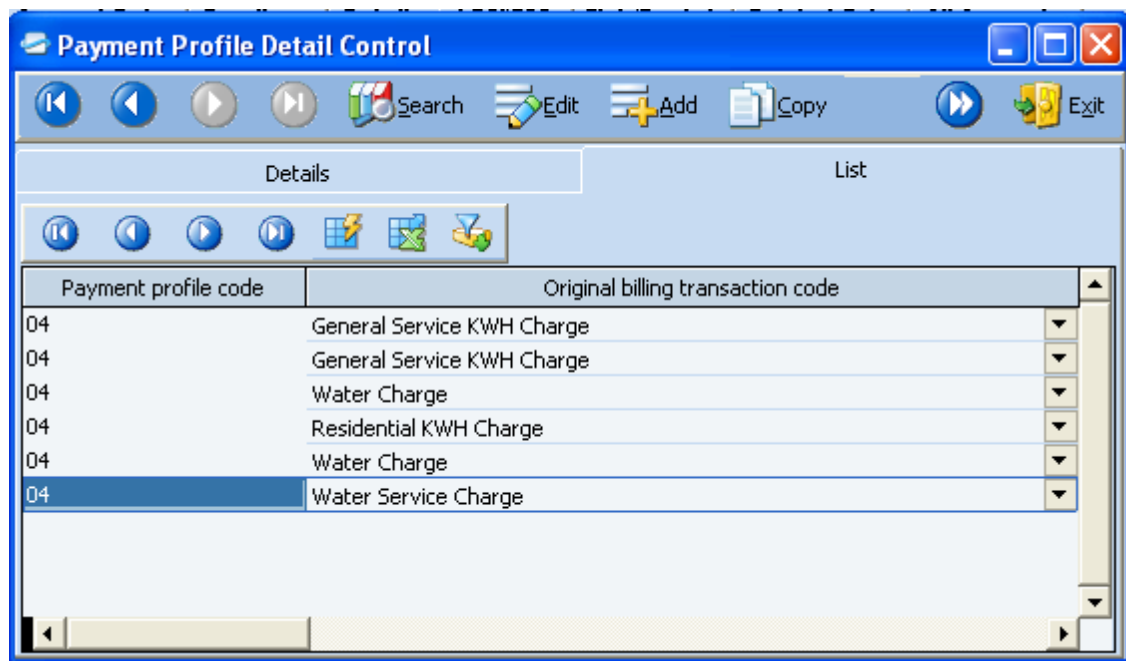
Readings are downloaded into the application and are utilized through billing. Manual reads and their collection method (card reads, phone reads, system estimates or field

estimates) can be added in advance of billing to the manual reading entry form. These readings are then utilized upon bill calculation.

Estimating is performed by comparing a designated amount of history on accounts or by using a designated minimum consumption amount for brand new services. These variables are stored within control files and are accessed by the system during bill calculation. Should there be no meter reading for a meter in the meter reading export file CIS Infinity will estimate the reading. Once an appropriate amount of history is found, the total consumption is divided by the total number of days to come up with an average per day. At this point, the system looks at the number of days for the billing period and will calculate the estimated reading.

CIS Infinity handles all aspects and types of sewer billing. Sewer billing can be based on water consumption, flat rate, time of year, square footage/acreage. Sewer rates can be maintained separately and make use of the "rate infinity" technology giving our clients the ability to support every type of rate; from the simple to the most complex. CIS Infinity fully supports deduct metering and credit meters and allows for multiple rate changes and extremely flexible prorating.

In terms of the City's "read only" accounts CIS Infinity can handle this scenario using the City Accounts functionality.



In the following scenario when the account with payment profile is billed, a payment transaction within billing will be created with the amount of A/R balance: Account has a balance owing and an adjustment:



Trans Date	Transaction	Amount	Balance	Created By	Modified By	Updated By	Status	Date/Tim
2010/08/20	Late Payment Charge WA	\$-111.11	\$511,653.44	DGALESANU		DGALESANU	Adjustable	2010/08/2
2010/08/04	Late Payment Charge WA	\$18.69	\$511,764.55	SPERSAD		SPERSAD	Adjusted	2010/08/0
2010/08/04	Late Payment Charge EL	\$46,505.36	\$511,745.86	SPERSAD		SPERSAD	Adjustable	2010/08/0
2010/06/11	Late Payment Charge WA	\$15.57	\$465,240.50	SPERSAD		SPERSAD	Adjustable	2010/06/1
2010/06/11	Late Payment Charge EL	\$38,754.47	\$465,224.93	SPERSAD		SPERSAD	Adjustable	2010/06/1
2010/05/18	Late Payment Charge WA	\$15.57	\$426,470.46	JPOTTER				2010/05/1
2010/05/18	Late Payment Charge EL	\$38,754.47	\$426,454.89	JPOTTER				2010/05/1
2010/02/03	Late Payment Charge WA	\$14.12	\$387,700.42	SPERSAD		SPERSAD	Adjustable	2010/05/1
2010/02/03	Late Payment Charge EL	\$35,134.98	\$387,686.30	SPERSAD		SPERSAD	Adjustable	2010/05/1
2010/04/30	Final Billing Due: 2010/05/15	\$83.27	\$352,551.32	DGALESANU		DGALESANU		2010/04/3
2010/04/30	Concurrence Charge	\$8.00	\$0.00	DGALESANU			Annrved	2010/04/3

When the account gets billed it has to get an offset for the balance owing, and thus the balance after updating the batch should be zero. Below under Charges tab on the bill there are present the previous balance (Billing transaction), all the late payment charges, and the adjustment of -\$111.11. The Total field is \$0.00. The balance offset is represented by Payment-Cash transaction of \$512025.36.

**Reading Entry**

Search Edit Add Delete Info Help Settings Exit

History Information Main Inquiry Exceptions Exception Action Bill Messages

Customer: 040278 GOWING, L Cycle/Book: Cycle 01/Book 201 Residential Move Out 10/04/30  
 Account: 00002534 667 WILLIAM ST Credit Bureau DGALESANU Incomplete Service Orders:  
 Owner Cambridge ON N3H3W6 Bill #: 100000079453 Not Currently Edited 162325,100000002804,1000000

Account Data Readings Details Charges Flat/Rental Point of Sale All Accounts

Trans Date	Transaction Code	Amount	Hidden
2010/02/03 12:00:00 AM	Late Payment Charge EL	\$35,134.98	<input type="checkbox"/>
2010/02/03 12:00:00 AM	Late Payment Charge WA	\$14.12	<input type="checkbox"/>
2010/04/30 12:00:00 AM	Billing	\$352,551.32	<input type="checkbox"/>
2010/05/18 12:00:00 AM	Late Payment Charge EL	\$38,754.47	<input type="checkbox"/>
2010/05/18 12:00:00 AM	Late Payment Charge WA	\$15.57	<input type="checkbox"/>
2010/06/11 12:00:00 AM	Late Payment Charge EL	\$38,754.47	<input type="checkbox"/>
2010/06/11 12:00:00 AM	Late Payment Charge WA	\$15.57	<input type="checkbox"/>
2010/08/04 12:00:00 AM	Late Payment Charge EL	\$46,505.36	<input type="checkbox"/>
2010/08/04 12:00:00 AM	Late Payment Charge WA	\$18.69	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Electricity Charge SSS	\$10.00	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Water Service Charge	\$14.56	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Residential KWH Charge	\$275.00	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Payment - Cash	\$-512,025.36	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Late Payment Charge WA	\$-111.11	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Sewer Charge	\$11.34	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Water Charge	\$61.02	<input type="checkbox"/>

Total \$0.00



After the bill batch is updated the account has a zero balance:

v3 SQL Build 2 Production Test - CIS Infinity ®

File Edit Window Main Shortcuts Help

CIS Infinity® Menu - DGALESANU (2.1114a)

Logoff Exit

Favourites

- Add New Service
- Customer Account Inquiry From
- Manual Reading Entry
- Service Order Forms Design

Recent Work

- Startup
- Customer Account Inquiry From

Main Menu

- Accounting
- Advanced Reports
- Backflow Device
- Batch Archive Inquiry
- Archived Bill Batch Inquiry
- Archived Cash Batch Inquiry
- Batch Entry Forms
- Bill Master Menu
- Billing
- Activities Calendar
- Bill Message Type Control
- Bill Message Control
- Bill Messages Management
- Bill Processing
- Create DCI File
- Manual Reading Entry

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Customer Account Inquiry - \* Filter Active \*

Previous Active Next Refresh 2 1 Search Edit Add Contact End

Previous Close Next Current Tasks Done Arrange 040278 00002534 L GOWING 667 WILLIAM :

Customer: 040278  
Account: 00002534  
GOWING, L  
667 WILLIAM ST  
Cambridge, ON N3H3W6

Balance: \$0.00  
Deposit: \$0.00  
Last Bill: \$0.00 Due 2010/09/06  
Plan: None  
Next:

Active  
Owner  
Credit is good (0)  
Advanced Hydro/Default  
Cycle/Book Cycle 01/Book 201

Account \*  
Move Out  
Credit Bu

Meter Reading Contact Equipment Retailer Loans/POS Collections Capital Credit Membership GIS Solid Waste PAP Quote SS >>>

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP Deposits

A/R Deposit El Deposit Ir Retailer Tr Suspense Bankrupt Write Off Write Off Deposit W Collection Deposit P 55 CC Fee Deposit P Deposit O Deposit Inter

A/R Electric Water/Sewer Energy+ Store Loan Solid Waste Deposit Owing Gas

Actual Balance Pending Pending Balance 0-30 Days 31-60 Days 61-90 Days 91-120 Days 120+ Days

\$0.00 \$38,753.71 \$38,753.71 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Trans Date	Transaction	Amount	Balance	Created By	Modified By	Updated By	Status	Date/Tim	Batch
2010/08/20	Manual Billing Due: 2010/09/06	\$-511,653.44	\$0.00	DGALESANU	DGALESANU	DGALESANU		2010/08/20	13590
2010/08/20	Manual Billing Due: 2010/09/06	\$0.00	\$511,653.44	DGALESANU	DGALESANU	DGALESANU		2010/08/20	13590
2010/08/20	Late Payment Charge WA	\$-111.11	\$511,653.44	DGALESANU		DGALESANU	Adjustable	2010/08/20	18340
2010/08/04	Late Payment Charge WA	\$18.69	\$511,764.55	SPERSAD		SPERSAD	Adjusted	2010/08/04	18057
2010/08/04	Late Payment Charge EL	\$46,505.36	\$511,745.86	SPERSAD		SPERSAD	Adjustable	2010/08/04	18057
2010/06/11	Late Payment Charge WA	\$15.57	\$465,240.50	SPERSAD		SPERSAD	Adjustable	2010/06/11	17211

If account has a credit balance, the balance is offset as below:

Billing Readings Archive Inquiry

History Information Main Inquiry Exceptions Exception Action Bill Messages

Customer: 000017  
Account: 00000893  
Owner

ST JAMES PLACE (CHARITY)  
20 ELLIOTT ST  
Cambridge ON N1R2J2

Cycle/Book: Cycle 56/Book 587  
Bill #: 100000079458

Market-Participant  
Not Currently Edited

Move Out 09/10/23  
Incomplete Service Orders:  
133050, 144788, 164072, 100000

Account Data Readings Details Charges Flat/Rental Point of Sale All Accounts

Trans Date	Transaction Code	Amount	Hidden
2005/07/27 12:00:00 AM	Billing	\$-820.83	<input type="checkbox"/>
2007/03/01 12:00:00 AM	Payment - Pre-authorized	\$-675.00	<input type="checkbox"/>
2007/04/01 12:00:00 AM	Payment - Pre-authorized	\$-675.00	<input type="checkbox"/>
2007/07/01 12:00:00 AM	Payment - Pre-authorized	\$-675.00	<input type="checkbox"/>
2007/08/01 12:00:00 AM	Payment - Pre-authorized	\$-675.00	<input type="checkbox"/>
2007/09/01 12:00:00 AM	Payment - Pre-authorized	\$-675.00	<input type="checkbox"/>
2008/11/01 12:00:00 AM	Payment - Pre-authorized	\$-1,350.00	<input type="checkbox"/>
2008/12/01 12:00:00 AM	Payment - Pre-authorized	\$-675.00	<input type="checkbox"/>
2009/08/01 12:00:00 AM	Payment - Pre-authorized	\$-675.00	<input type="checkbox"/>
2009/09/01 12:00:00 AM	Payment - Pre-authorized	\$-1,350.00	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Electricity Charge SSS	\$310.83	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Water Service Charge	\$11.70	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Sewer Service Charge	\$5.66	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Residential KWH Charge	\$2,500.00	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Payment - Cash	\$2,085.55	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Sewer Charge	\$1,337.68	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Balance Forward	\$363.40	<input type="checkbox"/>
2010/08/20 12:00:00 AM	Water Charge	\$1,631.01	<input type="checkbox"/>

Total \$0.00

Balance at account is zero after updating the bill batch:

**Customer Account Inquiry - \* Filter Active \***

Previous Active Next Refresh 2 2 Search Edit Add Contact End

Previous Close Next Current Tasks Done Arrange 000017 00000893 ST JAMES PLACE (CHARI

Customer: 000017 Account: 00000893 ST JAMES PLACE (CHARITY) 20 ELLIOTT ST Cambridge, ON N1R2J2

Balance: \$0.00 Deposit: \$0.00 Last Bill: \$0.00 Due 2010/09/06 Plan: None Next:

Active Owner Credit is good (0) Advanced Hydro/Default Cycle/Book Cycle 56/Book 587

Account Move Out Collection

Meter Reading Contact Equipment Retailer Loans/POS Collections Capital Credit Membership GIS Solid Waste PAP Quote SS >>>

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP Deposits

A/R Deposit El Deposit In Retailer Ti Suspense Bankruptc Write Off Write Off Deposit W Collection Deposit P 55 CC Fee Deposit P Deposit O Deposit Inter

A/R Electric Water/Sewer Energy+ Store Loan Solid Waste Deposit Owning Gas

Actual Balance Pending Pending Balance 0-30 Days 31-60 Days 61-90 Days 91-120 Days 120+ Days

\$0.00 \$-21,600.00 \$-21,600.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Trans Date Transaction Amount Balance Created By Modified By Updated By Status Date/Tim Batch

2010/08/20	Manual Billing Due: 2010/09/06	\$7,882.43	\$0.00	DGALESANU	DGALESANU	DGALESANU		2010/08/20 13590
2010/08/20	Manual Billing Due: 2010/09/06	\$0.00	\$-7,882.43	DGALESANU	DGALESANU	DGALESANU		2010/08/20 13590
2010/05/20	Collection Charge	\$2,000.80	\$0.00	DGALESANU			Approved	2010/05/20 0
2010/05/01	Payment - Pre-authorized	\$-675.00	\$0.00	ADVANCED			Pending	2010/05/01 16139

First and final bills are configured separately within CIS Infinity. This allows for complex pro-ration rules during bill calculation for these bill scenarios. Billing exceptions are utilized to identify when a customer is being final billed and when a regular bill should be suppressed – automatic no-bills are triggered for these scenarios to ensure that regular bills and final bills are managed at the time of billing.

Cycle, date and event driven billing schedules are all supported by CIS Infinity. Time and volume based consumption are tracked and recorded through interval meters, while consumption validation and estimation algorithms are handled through customer-based exception checking and billing.

CIS Infinity supports backflow devices and ships with a complete backflow device inventory and management system. If an account has a backflow device, a customer service representative is able to easily identify it from the main form in CIS Infinity.

**Customer Account Inquiry**

Previous Active Next Refresh 1 2 Search Edit Add Contact End Exit

Previous Filter Next Current Tasks Done Arrange 00027220 050653430 01/26/2009 11:33:01

Customer: 00027220 Balance: \$749.70 Final Billed  
 Account: 050653430 Deposit: \$0.00 Owner:  
 SUSAN JAMESON Last Bill: \$699.70 Due 07/31/06 Credit is Poor (84)  
 2524 SANDGATE RD Plan: None DEMO/UTILITY  
 NASSAU, BA 12345 Next: KP Cycle 1/KP Book 001  
 Residential Move Out 06/30/06 / In 09/08/99  
 4 Arrs: Amt: \$749.70 Due 02/27/09  
 Task to do: Mail Letter  
 Collections Okay

453567-PIT;83544990-OUT:  
 Incomplete Service Orders:

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out ACH

Deposits Meter Reading Contact Equipment Supplier Loans/POS Collections Map Solid Waste

Equipment #	Type	Date Installed	Date Remove
121545	Water Remote	11/19/2008	/ /
453567	Water Meter	11/19/2008	/ /
83544990	Water Meter	08/21/1998	/ /
B12000	Backflow Device	02/19/2006	/ /

**Water Service Entrance**

Coupling Size 2.00

Pipe Size 1.50

Filter Installed

Pressure Zone St. Leo Water plan

Node 0

☐ Meter By-Pass

☐ By-Pass On

It also allows you to manage field workers that test and repair backflow devices and provides information about specific tests and repairs that field workers perform.

The screenshot shows the 'Field Worker Control' application window. It has a blue title bar and a menu bar with icons for Search, Edit, Add, Delete, Info, Settings, Help, and Exit. Below the menu bar are five tabs: Details, Addresses, Certifications, Test Kit, and List. The 'Details' tab is active, showing a form for worker information. The form includes fields for Worker Code (PF), Worker Type (Driver), Worker Name (Peter Fanous), Company Name (Advanced Utility Systems Corporation), Meter Reader ID (PF), and SO Maximum Appointment (2). There is also a checkbox for 'Active' which is checked. At the bottom, there are two list boxes: 'Available' and 'Selected'. The 'Available' list contains 'Device Testing', 'Meter Changes', 'Meter Reading', and 'Pickup'. The 'Selected' list is empty. Arrows between the lists allow for moving items between them.

The screenshot shows the 'Worker Certification' application window. It has a blue title bar and a menu bar with icons for Undo, Save, and Help. The main area contains a form for certification details. The form includes fields for Certification Number, Certification Type (a dropdown menu), Starting Date (with a date picker icon), and Expiry Date (with a date picker icon).

**Test Kit**

Undo Save Help

Owner Peter Fanous

Serial Number

Test Kit Type

Calibration Company

Start Date / /

Calibration Frequency

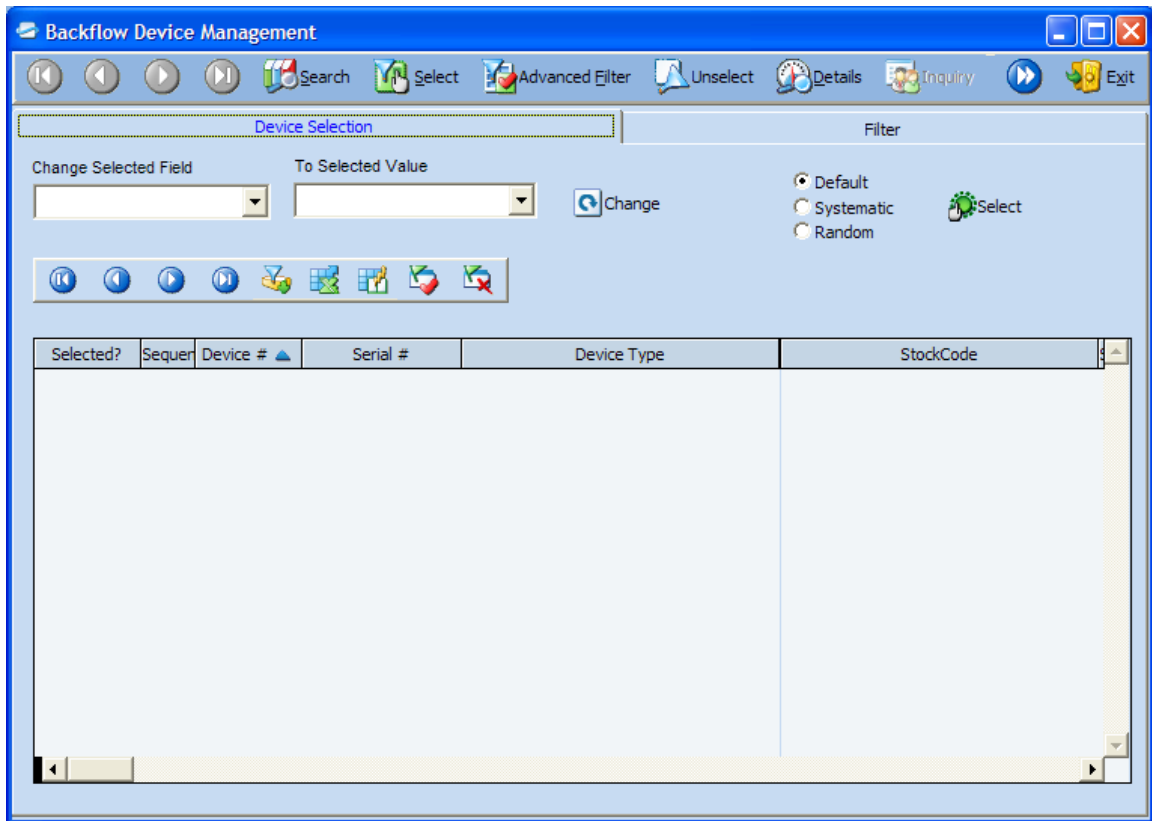
Calibration Date / /

Calibration Due Date / /

In addition, CIS Infinity includes a Backflow Device Management form that is useful for creating a filtered list of backflow devices that match certain criteria, and performing actions on all the backflow devices in that list.

With the Backflow Device Management form, you can create a filtered list of backflow devices based on a number of criteria, and then make changes to all the backflow devices in that list.

For example, You can create a list of all backflow devices of a particular type that are due to be tested within a particular date range, and then select those meters and automatically generate service orders for those backflow devices.



The loan functionality within CIS Infinity can be used to handle the City's backflow financing. Through a completely configurable control form an Installment Plan that is charged to the Customer's Bill or drawn from their Bank Account can be created.

Each installment, and interest if applicable, is billed on the Customer's Regular Utility Bill. Or, they can be billed on a separate Loan or Invoice Type Bill, apart from their Regular Utility Bill.

**Loan Transaction**

Navigation: Search, Undo, Save, Copy, Delete, Exit

Tabs: **Details**, Bank Info, Payment Schedule, Comments, List

Customer Number: 02049729    Account Number: 020161950

Search: ROSE HARVEY  
123 ANY ST  
ANY TOWN FL 12345

Total Owing: \$800.00    Transaction Date: 03/16/2009

Payment Plan: Loan Charged to Bill    Loan Number: 0

Payment Period: Monthly    Date Interest Starts: 03/16/2009

Interest Rate: 2.12    Current Balance:

Number of Periods: 12    Principal Paid to date: \$0.00

First Payment Date: 03/16/2009    Interest Paid to date:

Payment Amount:    Number of Payments Pending: 0

Final Payment Amount:    Next Payment Date: //

Miscellaneous, one time charges are added to the customer account in one of three ways. An unlimited number of transaction codes are added to the system and will then be available to add to customer accounts.

Multiple accounts can be affected through a batch process in the Adjustment processing form – in this way; a user can add the same transaction code to many accounts. The batch that is created is then journaled, reviewed and then updated.

A one-time charge can also be added to a customer account from the main customer service form by a user. The transaction is added on the fly to the account as required. At the end of the business day, a batch is generated from a pick up routine – the subsequent batch is then journaled, reviewed and updated.



In addition to these user generated transactions, the system can be configured through actions to automatically add a charge for a move in, move out, letter, service order and subsequent transaction (such as an NSF check charge) when an action occurs. When one of these items is updated in the system, a charge is automatically added to the customer account.

The screenshot displays the 'Customer Account Inquiry' window for customer 020-49672, FRANKLIN ENTERPRISES. The interface includes a toolbar with various icons and a main data area showing account details like balance (\$114.49), deposit (\$1780.00), and last bill date (06/01/2010). A 'Transaction Request Entry' dialog box is open, allowing the user to add a new transaction. The dialog has fields for 'A/R Type' (Electric), 'Transaction Code' (Additional Reading Charge), 'Amount' (\$20.00), 'Transaction Date' (04/26/2010), 'Service Order #', 'Completed By', 'Completed Date', 'Completion Code', 'Comments/Reason', and 'Rejection Reason'. There are also 'Save' and 'Cancel' buttons at the top of the dialog. The background window shows a list of transaction history on the left and various tabs like 'Equipment', 'Collections', and 'Dashboard' at the top.

Merchandise bills can also be handled via the Point of Sale functionality.

**Point of Sale Control**

Details List

Sales Transaction Code: Merchandise Sale

Inventory Transaction Code:

Loan Transaction Code: Merchandise Loan

Principal Transaction Code: POS / Loan Principal

Interest Transaction Code: POS / Loan Interest

Payment Transaction Code: Payment - Miscellaneous

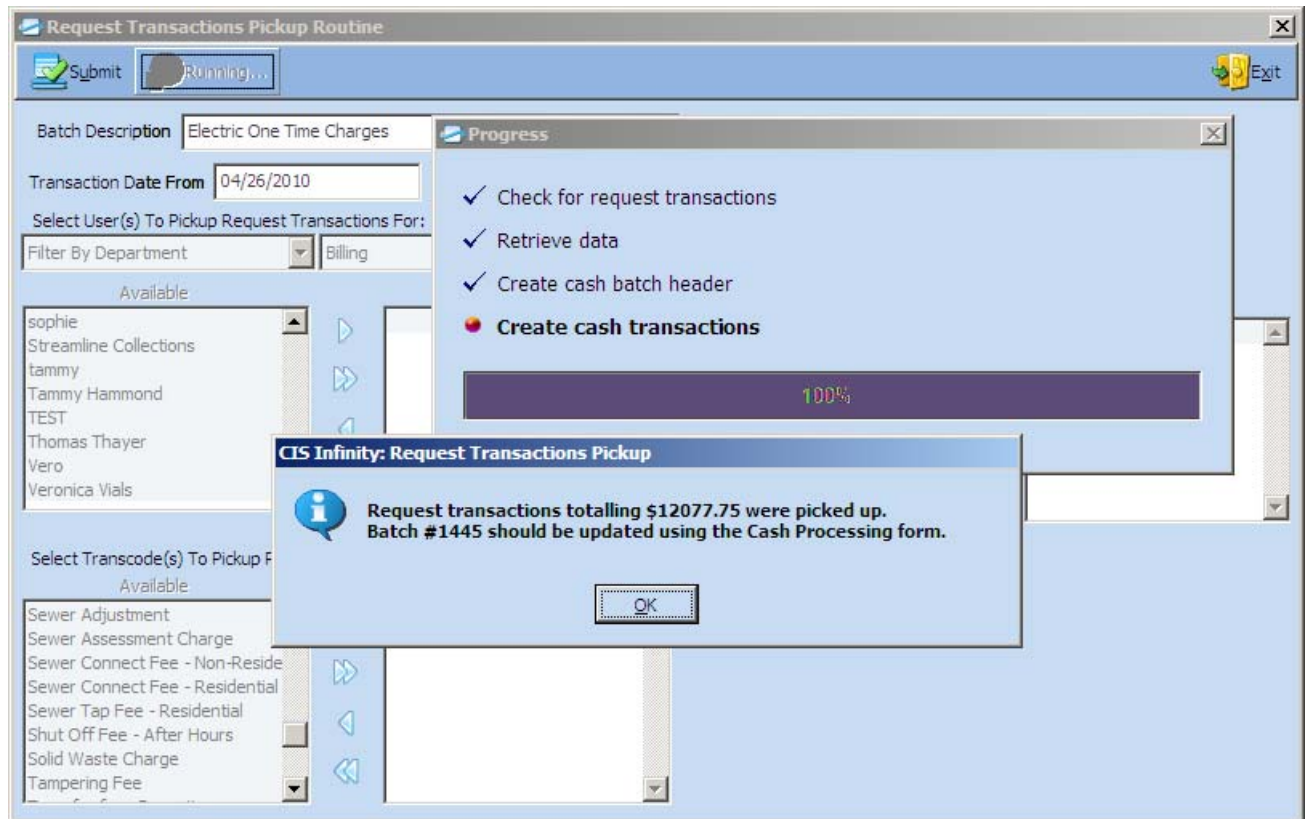
Finance AR Code: POS / Loans A/R

Interest Rate: 2.12

Payment Period: Monthly

History Enter Mode: ☒

CIS Infinity fully supports Automated Clearing House (ACH) technology as well as Credit Card payment programs. CIS Infinity stores the relevant banking information in secure files and seamlessly interfaces with our clients financial institutions to draw payments directly from customers' accounts. CIS Infinity has automation in place to trigger actions when customers have non-sufficient funds in their accounts. Credit scoring ensures that only customers who qualify can take advantage of this service. All ACH and Credit Card transactions can be tracked independently and messages can appear on the bill reminding customers that they are participating in a payment program and that their account will be auto paid on a specific date.



CIS Infinity's complex rate engine uses extensive normalization of the rate structure to allow for virtually unlimited rate configuration.

Some of the main features of the rate engine:

- Unlimited rates
- Unlimited rate elements (rate details)
- Up to 5 rates attached to a service on an account
- Rates can be attached to meters
- Rates can be customized by customer for every account they have
- Rates can be customized for a specific service address

- 
- Rates can be customized for a customer at a service address

On a single rate these elements can support:

- Basic or flat charges
- Block or Step based on usage
- Surcharges or usage-based charges

Other rate elements:

- Caps or floors for complex customer-specific contract terms
- Aggregation and consolidation of rates, usages and prices indexes
- Utilization of time zone calculation when rates and usages exist in different time zones
- Billing adjustment elements used for use from complex tax calculation or city council mandates.
- Minimum bill elements used in the calculation of minimum bills for customers

The unique design of the CIS Infinity rate engine gives the utility complete control over the rate design and model. The fact that no hard coding of rate elements or rate configuration is used in the design of the rate engine gives the rate engine endless possibilities in dealing with both straightforward and complex rates.

The rate engine in CIS Infinity allows users to attached "Microsoft Excel" formulas to any rate element or combination of rate elements. This adds much more to the already flexible rate engine by allowing for special rate cases to be handled by embedding formulas into rates. The rate formula design allows users to utilize any field in CIS Infinity, any field that exists during bill calculation, any mathematical function, as well as SQL statements. Formulas can be nested within other formulas for even greater control of very complex situations.

Proration rules in CIS Infinity's rate engine follow the same flexible nature of the rate design. Due to the fact that pro-ration rules can be different from utility to utility or from state to state, CIS Infinity puts the rules of pro-ration in the hands of the utility. Pro-ration can be handled at the service level right down to the rate element level.

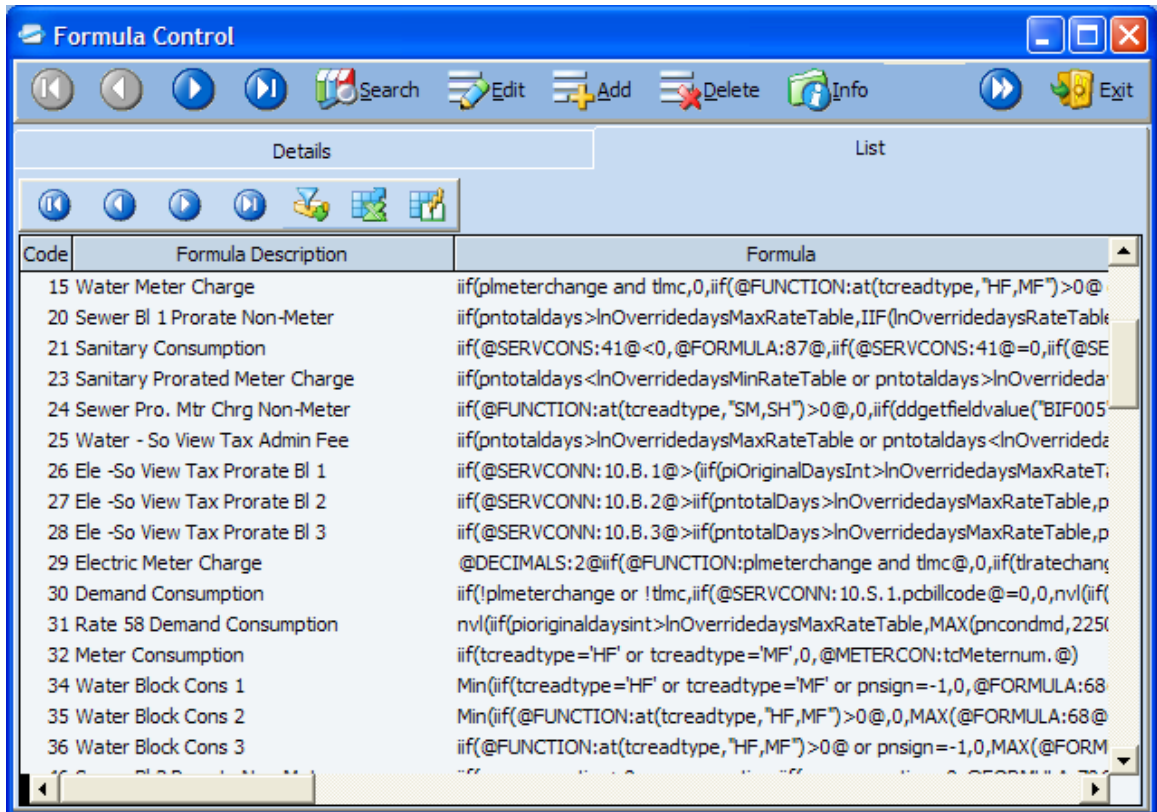
Unlike other CIS vendors, Advanced integrates its powerful rate engine directly into CIS Infinity.

The benefits of the integration of a complex billing engine into CIS Infinity are:

- Users have the same access to complex data as they do straight forward data
- Complex customers and regular customers can be billed using the same system of billing and can exist together in the same billing cycle.
- No need to transfer data from one system to another

- Month end reporting, management reporting and other reporting that requires all information together can be done with one system and not require the manual consolidation of data later.
- Ease of use while being able to handle virtually any complex billing situation – billing a regular residential customers is the same as billing complex customers as the setup is done once and the billing process is the same regardless of the type of customer.

Under the rate elements screen the user can attach a formula to the rate element. At the point of calculation CIS Infinity will call the formula.



In this case the formula attached to the rate element called another formula, and thus is nested. Items surrounded in 'at' (@) symbols refer to system variables. In the case circled above formula 11 calls formula 10. Users can nest all of the calculations into one formula although it is easier to segment the formulas so there is easier formula maintenance. Although this example uses a complex electric rate, the same technology can be used for the more complex rates emerging in the water industry including conservation rates.

Advanced has many clients that bill either single or multi services with CIS Infinity. Services include Electricity (metered, flat rate, Demand, TOU and interval customers), Water (metered – single, multi-flow, and flat rate), Sewer (metered and flat rate), Solid Waste, Gas, Propane, Concrete, Cable and Fiber. They also bill for additional services such as Reclaimed Water, Drainage and Steam.

Services are defined within CIS Infinity and then rates are attached to the services. Every service will have its own unique rates defined within the rate engine.

Discount elements are able to be configured on any billing rate. In addition, payment discounts can be processed at the point of payment.

The Pro-ration Rules Header Control Form stores all of the rules that dictate how bills prorate. This form handles all overrides.

### C. Payments / Accounts Receivable Adjustments

The Cash Register functionality and payment processing capabilities of CIS Infinity will provide the City with the ability to accept and process payments received from a variety of sources. This includes over the counter, IVR interfaces, bank lockbox, and credit cards. Payments processed immediately appear as pending in the customer transaction history.

Users have access to comprehensive reporting capabilities of transactions processed as well as the ability to balance individual cash drawers. CIS Infinity can also be set up to read bar coded documents for ease and speed in mass payment processing.

CIS Infinity currently has the ability to import bank payments via a text file. CIS Infinity supports generating ACH files using the standard NACHA format.



CIS Infinity is designed to be a real time system. Updates, edits, and additions are updated to the database immediately. Any batch updating, bill calculations and all other processes can be run during the day without conflicts or data integrity problems.

Adjustments are added from the main customer service form by users or from the adjustment processing form. Adjustments are defined within the transaction code master file. All transaction codes that are applied outside the billing period are brought forward, in detail during the next billing period.

A user can perform a cancel / re-bill of either the entire bill or of a single service on a multi-service bill.

#### **D. Collections**

Using the Collections Tab on the Customer Account Inquiry form users can effectively identify, manage and perform collection actions against delinquent accounts. CIS Infinity allows staff members to quickly target accounts by the amount owing, service or days past the bill due date. Within the collections tab users can issue notices, send letters or schedule phone calls to overdue accounts. Users can also choose to generate field service orders to disconnect or reconnect services from the collections tab.

**DEMO V3 - Customer Account Inquiry**

Previous Active Next Refresh Search Edit Add Contact Exit

Previous Filter Next Current Tasks Done Arrange 00178794 816408066 05/08/2006 04:17:53

Customer: 00178794 Balance: \$210.14 Active  
 Account: 816408066 Deposit: \$0.00 Owner  
 VENUS WILLIAMS Last Bill: \$210.14 Due 04/20/06 Credit is Excellent (0)  
 7 TENNISWORLD AVE Plan: Variable - Auto Debit USER'S CONFERENCE/UTILITY  
 ANYTOWN, 12345 Next: \$210.14 on the 04/20/06 DC06/DCB06 Residential  
 No Tasks to be completed on file

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP  
 Deposits Meter Reading Contact Equipment Supplier Loans/POS Collections Map  
 Collections Transactions Disconnect Agency/Bankruptcy Arrangements Notices Exemptions Credit Rating Actions

System 0 + User 0 equals Total 0

Date	Description	Amount	Credit Points	Account Acquired At	Service Address

CIS Infinity will allow a user to set pre-defined collections actions (notice, interest and disconnect/reconnect parameters) based on account type (e.g. residential, commercial).

Once these are configured, collection processes are run through the collections management form.

There are several different penalty methods available. A penalty can be charged on a single bill or an interest charge can be calculated on an outstanding A/R balance. In this case, when a bill is updated in CIS Infinity, a penalty amount is assessed at that time. Collections activities (future) are recorded in the database. When the penalty pick up is run, CIS Infinity will access the billing information and will calculate a penalty on the total amount remaining unpaid (entire bill amount or amount remaining after a partial payment).

CIS Infinity produces an unlimited number of notices and letters. Through the use of Microsoft Word and Crystal Reports these documents are completely customizable. Through the letter and notice management options, documents can be sorted and filtered to achieve the desired results of the City.

The software produces delinquent lists with aged and arrears information. The ageing intervals are completely configurable.

Arrangements may be added from the Customer Account Inquiry form by clicking on the 'Contact' tab. After clicking on the 'Add' button the Customer Account Arrangement window appears which allows for data entry. Once entered, the information appears in the Arrangement list.

**DEMO V3 - Customer Account Inquiry**

Previous Active Next Refresh Search Edit Add Contact Exit

Previous Filter Next Current Tasks Done Arrange 00178794 816408066 05/08/2006 04:16:35

Customer: 00178794  
Account: 816408066  
VENUS WILLIAMS  
7 TENNISWORLD AVE  
ANYTOWN, 12345

Balance: \$210.14  
Deposit: \$0.00  
Last Bill: \$210.14 Due 04/20/06  
Plan: Variable - Auto Debit  
Next: \$210.14 on the 04/20/06

Active Owner  
Credit is Excellent (0)  
USER'S CONFERENCE/UTILITY  
DC06/DC806

Residential  
No Tasks to be completed on file

Customer Service Address Customer/Account Services Addresses Reading History Transaction History Bills Comments Move In/Out PAP

Deposits Meter Reading Contact Equipment Supplier Loans/POS Collections Map

Collections Transactions Disconnect Agency/Bankruptcy Arrangements Notices Exemptions Credit Rating Actions

Collection Status ☐ Show Active Items Only

Type	Description	Service	Amount	Date	User ID
NT	Pending Disconnect Warning		\$210.14	05/12/2006	
NT	Pending Cut-Off Hang Tag		\$210.14	05/19/2006	

Notes



System Administrator can configure CIS Infinity to respond to specific events with a set of automated actions that includes letters or collection notices to be hand delivered to customers.

Additional features within the collections module include the ability to write-off accounts, add bankruptcies and send overdue accounts to a collections agency for follow-up. Once the parameters for your local business practices have been configured within CIS Infinity, users can automatically write-off accounts using the write-off pick-up routine.

**Write-Off/Collection Agency Pickup Routine**

Submit Process Exit

Enter date for write-offs

A/R Code

Batch Type

### E. Write-Offs

CIS Infinity uses a control file to configure the parameters for sending accounts to a collection agency or writing them off.

CIS Infinity can consider things such as account type, account statuses and number of days after final bill due date when determining whether or not an account is eligible to be sent to a collection agency. The same account characteristics can be considered when determining whether or not to write off an account, but you can just configure different parameters. These two processes also share the same pick up routine to search for these accounts once the parameters are configured.

You can run the pick-up routine just for collection agency accounts or just for write off accounts or for both at the same time. Once the pick-up routine finds a group of accounts that are due to be written off, a cash batch can be automatically generated to move the money from the customer's A/R to the Write-Off A/R.

A group of accounts can be written off by using the Write-Off / Collection Agency pickup routine. This routine writes off the appropriate accounts and sends the others to an agency. When the account is written off, CIS Infinity can also display that in the Account Status and / or Collection Status.

For every pickup routine a cash batch is created with an associated journal. This provides a record of those accounts that have been written off.

#### **F. Customer Information System**

All fields within CIS Infinity are searchable as well as reportable. There are also many user defined fields which are also searchable and reportable.

The following outlines the four methods that can be used to query and report on the data contained within CIS Infinity.

##### *Simple Searches*

Quick Search in CIS Infinity enables you to find customers and accounts quickly from the Customer Account Inquiry form, cash batches and billing batches. The Enter Account Number or Customer Number form appears after you type the first character of the account number. Press Enter or click the Account # button. CIS Infinity searches for and displays all customers associated with the account number that you have typed, including Active, Final and Incoming customers.

The standard or "canned" methods of searching in the system include the following:

- Address
- Name
- Meter Number
- Phone Number
- Social Security Number
- Driver's License Number
- Taxroll Number
- Bill Number
- Equipment Number
- Payment / Adjustment Amount
- Service Order Number

These simple search options allow a user to search on the field above and use a variable in the field to represent the search criteria. When the search is submitted, the matching accounts are displayed in a browse window displayed below:

**Search by Address**

Submit Search Ok Exit

Street # Street Name Apt Suite

main

☐ Show Balances

☒ Show All Companies

☒ Show All Statuses

Customer #	Account #	Name	Service Address	Town	Status	Coll
00178063	816403081	HELEN SMITH	MAIN ST	ANYTOWN	Active	
00178064	816403091	ANGEL JONES	MAIN ST	ANYTOWN	Active	
00178074	816403116	ABC DEVELOPER	MAIN ST	ANYTOWN	Active	
00178905	816410671	ADVANCED CONSTRUCTION	1 MAIN ST	ANYTOWN	Active	
00006575	020182020	MR. FELIX AJAYI	1 MAIN ST	ANYTOWN	Active	
00178906	816410756	ADVANCED CONSTRUCTION	1 MAIN CIR	ANYTOWN	Incoming	
00178806	816408536	NED TATE	1 MAIN	ANYTOWN	Inactive	
00178841	816408786	PHILIPPE CANTIN	2 MAIN	ANYTOWN	Active	
00178905	816410676	ADVANCED CONSTRUCTION	2 MAIN ST	ANYTOWN	Active	
00178906	816410761	ADVANCED CONSTRUCTION	2 MAIN CIR	ANYTOWN	Incoming	
00178806	816408541	NED TATE	2 MAIN	ANYTOWN	Inactive	
00178841	816408791	PHILIPPE CANTIN	3 MAIN	ANYTOWN	Active	
00178905	816410681	ADVANCED CONSTRUCTION	3 MAIN ST	ANYTOWN	Active	
00178906	816410766	ADVANCED CONSTRUCTION	3 MAIN CIR	ANYTOWN	Incoming	

Based on the search submitted, the information will include specific fields and always includes the following:

- Customer Number
- Account Number
- Name
- Service Address
- Town
- Account Status
- Collection Status
- Company
- Division

If a search by meter was initiated, the meter number would also display in the grid. Alternately, if a search by social security number was initiated, the social security number would be displayed. You will note that there is a Spreadsheet button on the bottom of the form. Once selected, the system will export the data to a spreadsheet in Excel. Our clients use this method of "reporting" to run simple searches and print lists, through the spreadsheet option, for their use.

### *Advanced Searches*

In addition to the “canned” searches, we have incorporated an “Advanced Search” method that allows users to query more than one table of information at a time and place conditions on the searches. This option allows for a more complex query and makes available many more fields. We have tried to design an intuitive interface for this purpose to make this functionality available to even the most basic user.

This screen is presented to users when the Advanced Search is initiated. The user first chooses a data environment or “table” to search in. The following tables are available to the user in Advanced Search:

- A/R Balance
- Account Service Multipliers
- Account Service Table
- Address Table

- Customer Account Comment Table
- Customer Account Deposit Table
- Customer Account Table
- Customer Credit Rating Table
- Customer ACH Set Up Table
- Customer Table
- Customer Account Address Table
- Customer Account Phone Table
- Deposit Balance Table
- Flat Rate / Equipment Table
- Meter Table
- Service Address Table

Within each table, specific fields are available and once a user chooses a table, they are required to select the field that they wish to query and an operator (equals / does not equal / less than / greater than etc.) to use while searching. You will note above that they can then either type in a variable or may select the “variable” button which will list all of the variables in the database within the table selected.

After this initial search criteria is saved, the user may add additional criteria from the same table or from another table listed above. They join the criteria lines with an operator (and, or etc.) that will dynamically change the searching method based on the selection.

Once this Advanced search is completed, the user submits the query and CIS Infinity will return all records from the database that matches the search criteria. Again, the user is given the option to use the spreadsheet output option at this point. The fields that were included in the Advanced search are added to the grid of information presented to the user and are also exported to the spreadsheet.

CIS Infinity has hundreds of ways to search for a customer, including by customer name, service address, account number, meter number, transponder number, etc. All identification is searchable.

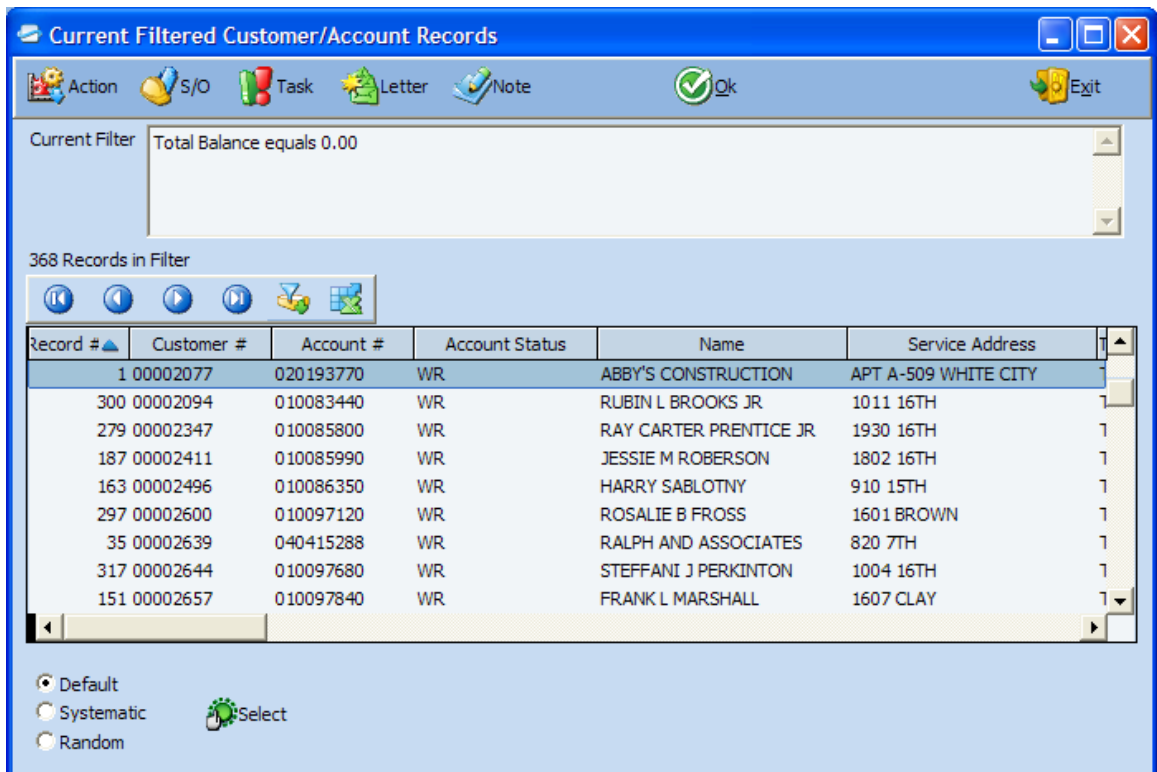
#### *Advanced Filters*

At times, our clients would like to use the data from their queries to prepare letters, service orders or to add a note, send an email or generate user tasks. Advanced has incorporated a Filter option in CIS Infinity to assist users with this requirements.

The Advanced Filter function allows users to query the database using exactly the same method outlined above. The forms and options are identical to the Advanced Search function. When the filter is built and executed, the users system is “filtered” to the accounts that match the filter and they can move from account to account by selecting “next” or “previous” buttons on the tool bar.



In addition, the user can select the Current button. This option displays the current filter criteria, the accounts matching the search and several options to use the data – generate actions, service orders, tasks, letters, add a note to the account or add a bill message to the account to be displayed on the customer’s next bill. Prior to generating these actions, the user also has the ability to perform a further filter of accounts – systematic or randomly selecting accounts to use. This option is helpful for marketing purposes.





### *Advanced Reporting*

Advanced has created, in consultation with our customers, a number of “canned” reports that are useful for generating statistical or financial reports each day, week, month or year. These include block summaries, general ledger and transaction reports for accounting and balancing purposes, customer listings and equipment and metering reports for statistical purposes. There are over 200 standard reports, and virtually unlimited ad-hoc reports.

These reports are run from a reporting menu by simply selecting the report to run and choosing a date or range of information. These are pre-formatted reports. Alternately, the user can choose to modify a canned report to make it match specific requirements that they may have. This includes copying an existing report and then adding additional information, changing the look of the report (font, color, orientation) or changing the filters, summaries etc. A user can also attach their own Crystal Report format – this allows you to “dump” data from a regular report and then perform other functions with your own customized reports. Reports can also be “packaged” or copied and then “unpacked”. This allows our customers to share reports or allows you to copy a report from test into production.

Crystal Reports v. XI is embedded in CIS Infinity. Advanced recommends that a few key “report-generating” users purchase Crystal Reports to allow them to format reports for presentation purposes.

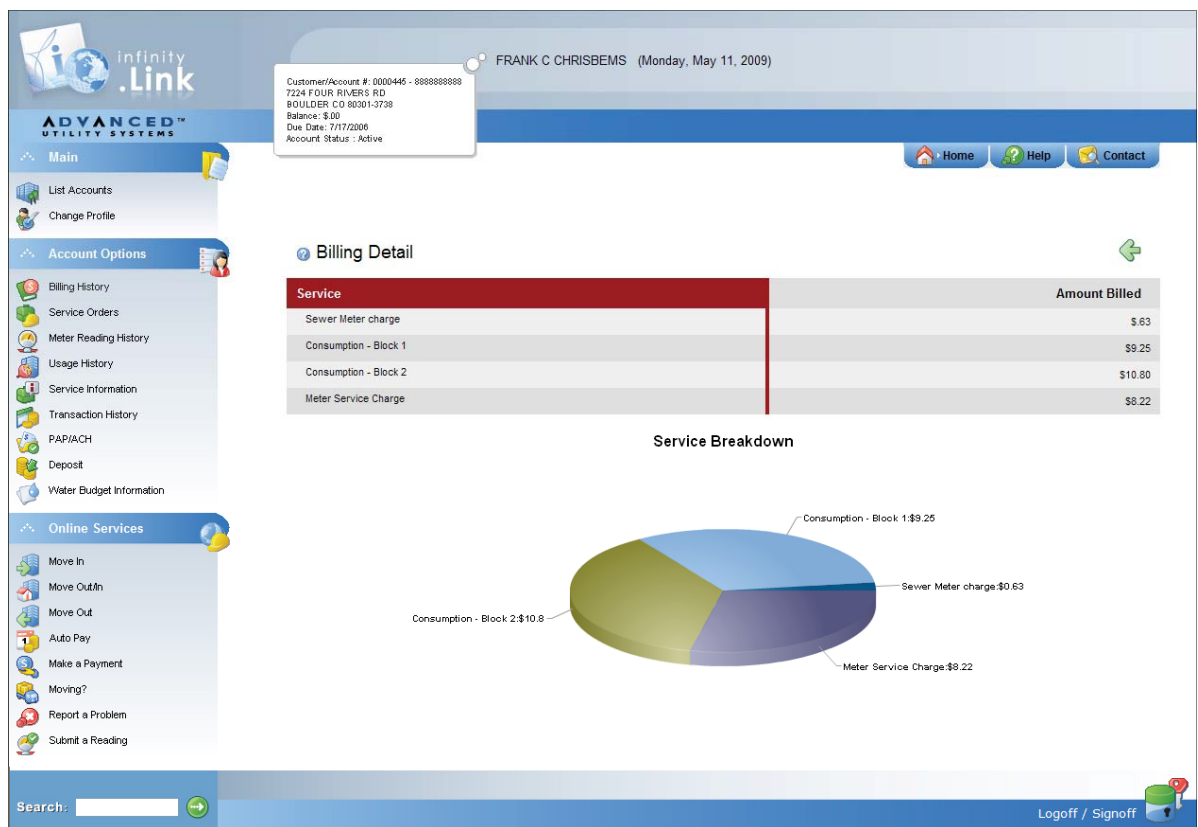
## G. Electronic Bill Presentment

Infinity.Link is a complete Internet solution for two-way communication with your customers. It creates a whole new level of customer care by putting the power of your organization and your Customer Service department on your web site.

With Infinity.Link, customers can get real-time information on their account 24 hours a day seven days a week. They can easily look up consumption history, log service calls, review and pay their account, print bill history, and submit meter readings whenever it is convenient for them.

### Main Features

- Bill & Payment History
- Consumption Information
- Meter Reading
- Electronic Bill Payments
- Infinity.Link Manager
- Web Manager
- Security



## **H. Financial Reporting**

CIS Infinity interfaces with many financial applications including Tyler Technologies / Munis.

The financials interface that Advanced provides pushes general ledger information from CIS Infinity including all billings, all cash payments and all adjustments. When a refund is required, CIS Infinity will also send the trigger to produce the check and will update CIS with the check number, check amount and check date for easy reconciliation.

CIS Infinity contains functionality to configure both general ledger and accounts payable (refund check) interfaces using the built-in Advanced Interface Manager export file configuration tool. This configuration tool would be used to successfully define the interfaces for both general ledger and accounts payable information between CIS Infinity and Tyler Technologies / Munis.

CIS Infinity has many canned financial reports to display daily activities.

This includes a daily management report recording new customers entered and the financial information entered for that customer.

## **I. Document Management System**

CIS Infinity currently interfaces with document management systems using dynamic hyperlink functionality. This allows users to click on the a defined linking field within CIS Infinity, and have the DMS open up to the proper account to allow access to all documents associated with that customer and/or account. The linking field to be used between CIS Infinity and the DMS is configurable and can be a combination of multiple elements.

## **J. Budget Billing**

There are two Budget Plans available within CIS Infinity. In both cases, the customer has a running A/R balance that is captured, as with all customers, on their transaction history tab. In addition, these customers have a plan balance. The plan balance is represented by the number of budgets the customer makes over time. The plan balance is captured on the PAP tab on the main form. Through control file configuration, a customer's equalized plan balance can display on the information band on the main customer service form instead of their A/R balance. This enables an immediate recognition of the customers plan balance as soon as the account is pulled up in CIS Infinity.

The first plan is the budget plan with a draw from the customer bank account. An budget amount is quoted for the customer based on the billing history present on the customer account. Each month, the customer is told that the equalized amount is due and will be drawn on a specified date (either the due date of the bill or on a date chosen by your customer or defined by the client – the 1st or 15th of the month).

The second plan is the budget plan with no draw. This plan is designed to accommodate customers that do not want the equalized amounts drawn from the bank. Instead, they pay an equalized amount each month into their plan. An budget amount is quoted using the same methodology defined above. Each month, the customer is told through billing

messages that the payment plan amount is due either on a date chosen by the customer or defined by the client (the 1st or the 15th of the month) or is due on the due date defined during billing.

Customers on the budget plan with a draw from the bank are automatically excluded from the collections process while they are on the payment plan and will not receive a penalty or a collection notice. Enhanced collections functionality is able to be configured to alert users if a customer on a draw plan misses a payment due to NSF funds in the bank account. In this case, and based on processes in place at the client site, the user may wish to remove the customer from the payment plan. A configurable letter can be sent to the customer notifying them of their removal from the plan and on the next bill; the customers' full A/R balance will become due upon receipt of the bill.

Customer on the no-draw plan are not exempt from collections and will receive both penalties and collection notices unless they are except from collections as indicated on the collections tab on the main customer service form.

#### *Budget Plan Quote*

The quoting process is very sophisticated and is dependent on the set up at each client site. There are several factors that can be configured to be utilized for quoting.

The quote "type" is defined for several periods and is configurable. This will establish how far back CIS Infinity will go through the billing history on a customer account. Typically, several periods are configured so that if there is not enough history on the customer account, CIS Infinity can move to the next time period in order to quote the equalized amount.

You may choose any of the following time periods:

- Same as 6 months ago
- Same as 1 year ago
- Same as 2 years ago
- Average of the last year
- Average of the last two years
- Average of the last 6 months
- Previous year's average
- Maximum in the last year
- Last bill

The time frame utilized will be dependent on billing frequency of the client or a preferred billing timeframe of reference. These time frames can be changed from time to time based on the time of year or the season.

Once the timeframe is established, the following options are then configured, related to the timeframe:

- Number of Days Back

- Previous Period Days
- An estimate method to use (one bill, period average, last bill, maximum or minimum)
- Indication of number of days to use only if days exceed a specific minimum (example 350 days for average of last year)
- Add/Minus a percentage indicated (could be configured to allow for an upcoming rate change so that the quote will be calculated at a higher amount)
- Use previous customers history (for new customers with no history of their own)
- Exclude specific read statuses (do not use billing history when the read type was an estimate)
- Once these parameters are configured and when a user chooses to quote an budget amount, CIS Infinity will reference the control files and will access the reading history on the customer account to determine the quote.

Using a period average as an example, once the system has determined the amount of history to use in the calculation the total consumption for each service is added together. The total days of billing are added together for each service as well. These two numbers are divided to establish a daily average usage for each service. This consumption will be used to calculate a bill taking into consideration an average billing period (example – 30 days) and the billing parameters set up in the rate files. This “average bill” amount is displayed for the user as the pre-authorized payment plan quote. The user may choose to accept this quote and continue to set the customer up on a payment plan or they can override the value.

#### *Budget Plans - Reconciliation Process*

Budget plan customers will go through a reconciled billing once a year in order to “equalize” their true A/R balance against the draw amounts that have been paid each month.

Reconciliation occurs during regular cycle billing when an indicator is selected on the billing batch. With this option selected CIS Infinity will look at the customers A/R balance and will provide a new quote for the coming year, based on history on the account. This allows an accurate quote for the new year based on actual history so the customer that has increased his usage or decreased his usage, will be accurately quoted based on the new consumption history. In addition, the remaining A/R balance (credit or debit) during reconciliation is either rolled into next year’s quote or invoiced where appropriate and based on configuration in the reconciliation control files.

There are specific reconciliation exceptions that can also be configured in order to allow the billing staff to be alerted if this year’s quote is too high, too low or if the account has a higher than “allowable” credit or debit balance at the point of reconciliation.

PAP quoting works similarly to the estimated reading process within CIS Infinity and is based on set up in the control files. Infinity will reference the control files to find the length of time to go back to use the history for the new quote. It then looks at parameters that may be increased or decreased, the number of days to use and the types of readings to use

(estimates?). The quote should represent the accurate reflection of an average bill amount for the customer.

When the reconciliation batch is updated, the new draw amount replaces the old draw amount. In addition to this, a "last reconciled" date is added to the PAP tab in order to serve as a reference to the user.

## 4. Implementation Plan

The Advanced implementation process is designed to deliver the best solution within the most appropriate time-frame. Flexible enough for any deployment, the methodology ensures that Advanced thoroughly identifies and integrates the City's requirements based on your particular business objectives, required user experience and success criteria.

Our methodology has been proven in over 120 implementation projects and is anchored by principles backed by academic research (Project Management Body of Knowledge (PMBOK)).

Advanced has 19 clients that are of similar size and scope as the City. We are of the view that we have, and are gaining extensive knowledge and experience of utility business practices and processes for organizations such as the City.

Furthermore, the recent Advanced implementation of CIS Infinity at Saint Paul Regional Water Services, MN (SPRWS) won "Best CIS Implementation" in CS Week and Electric Light & Power's 2011 Expanding Excellence Awards program. Entries were scored against several categories including budget adherence, schedule adherence, operational efficiencies after go-live, innovation and improved service levels.

To view a video summary of the implementation follow this link:

<http://www.csweek.org/ExpandingExcellenceAwards/2011/StPaul.html>

We closely monitor the scope of each of our projects with Project Managers reviewing their schedules and project plans on a daily basis. Our team is comprised of experts in developing clear and thorough Scopes of Work as well as in-depth project plans.

The Advanced implementation approach consists of ten key phases:

- Project Initiation
- Discovery Analysis
- Specification and Interface/Modification Delivery
- Configuration and Conversion Training
- Core Team Training
- Software Testing
- Go/No Go Criteria
- End User Training
- Transition to Live
- Post Go Live

Advanced staff will work both on-site and through remote access to the City's system. Staff is onsite at key points in the implementation based on a schedule approved by the client, usually for 4-5 days at a time. During those visits, Advanced staff would work closely with

the staff at the City to perform activities specific to completion of milestones identified in the project schedule.

### **Phase 1 – Project Initiation**

#### *Contract Management*

Advanced will assign a Project Manager for the management of the Scope of Work for the implementation of CIS Infinity and its associated solutions. The Project Manager will meet with the City's Project Manager and staff to discuss the Scope of Work and define the steps to be taken to perform the work. Project objectives will be discussed and agreed upon. The City's Project Manager will approve all deliverables and associated invoices for the implementation as well as providing oversight and guidance so completion of the task order meets goals and budgets.

#### *Project Planning*

The Advanced Project Manager will be onsite for a kick-off meeting to introduce their implementation team and organize and present all information required to start the project.

The Advanced Project Manager will address the following areas:

- Project Plan creation and acceptance.
- Software Installation, Installation Training and Installation Report.
- Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan).
- CustomerWise set-up and CustomerWise Training for software issue entry and tracking.
- Delivery of the CIS Infinity Entity Relationship Diagram.
- Identify the Project Team Contact List which includes users that need access to CustomerWise.
- Provide via WebEx or similar media, an overview of the operations of CIS Infinity

Several project planning documents are developed as a part of this effort, including: as mentioned, the Project Plan as well as the Risk Plan, Conversion Plan, Test Plan, Training Plan, Communication Plan, and Change Management Plan. The Project Plan includes a definition of project requirements; an implementation strategy; and the project schedule - including milestones, internal deliverable dates that may affect milestones (integration and third party deliverables for example), and schedule dependencies.

#### *Installation*

While Advanced is responsible for the complete and correct installation of CIS Infinity, Advanced also ensures that the City's technical team is proficient at installing the system. Advanced trains the City's technical team on all aspects of the installation, including installing CIS Infinity on the server, loading data, and installing the CIS Infinity client on individual workstations.



Advanced experts will review CIS Infinity's operating requirements, hardware configuration and requirements, processing speed and capacity to ensure an effective connection between the server hardware platform and client desktop components.

*Phase 1 Deliverables*

- Project Plan and schedule
- Risk Plan
- Conversion Plan
- Test Plan
- Training Plan
- Communication Plan
- Change Management Plan.
- Software Installation
- Installation Training
- Installation Report
- CustomerWise Training
- Entity Relationship Diagram

*Phase 1 Requirements*

- Scope of Work
- Project Team Contact list
- Project Requirements
- Success Criteria
- Access to system experts and data specialists.
- Access to process experts
- Information on the City's work processes
- Availability of technical team
- Exclusive access to servers during installation.

**Phase 2 – Discovery Analysis**

The purpose of the Discovery Analysis Phase is to gather detailed business rules and operational information from the City and to provide a starting point for system configuration of the CIS Infinity software. This analysis will provide an association between the City's business practices and the required CIS Infinity configurations.

The Discovery Analysis Phase also covers the analysis and specification definition for interfaces and modifications.

The workshops will look at the functional, technical, and data conversion areas of the system and set the basis for how Advanced will configure, modify, integrate and convert all

of the required business functions, business logic and data conversion activities in the system.

Discovery Analysis will be led, onsite, by Advanced and broken out into functional and technical workshops.

Advanced will create a Discovery Document that will detail, at a minimum, the following areas:

**1. Foundation**

Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.

**2. Customer Account Inquiry**

**3. Meters and Meter Inventory**

**4. Billing**

**5. Bill Print**

**6. Rates**

**7. Cashiering**

**8. Collections**

**9. Move In / Move Out**

**10. Customer Service**

**11. Accounting**

**12. Service Orders**

**13. General**

Other functions within the system that address miscellaneous concerns, user defined fields additional control forms, degree day calculations and additional control forms.

**14. Reporting**

Advanced will also conduct separate, onsite, technical discovery analysis workshops for the data conversion, modifications and interfaces. From these workshops Advanced will produce a Data Conversion Discovery Plan and Modifications and Interfaces Strategy Document.

*Data Conversion Discovery Plan*

Advanced will work with the City to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site specific data validation parameters will be reviewed and adopted. Data validation criteria, as well as a data map, is presented and reviewed jointly by

Advanced and the City. The Data Conversion Discovery Plan will include the data mapping document and data validation parameters. These will be used to ensure data validation metrics are in place.

*Modifications and Interfaces Strategy Document*

Advanced will work with the City to review all of the required interfaces and modifications to be programmed in CIS Infinity. Advanced will review the specification process and map out the timeline required to complete the specifications process, code, Q/A, deploy, and test all of these required interfaces and modifications.

*Best Practices*

As CIS Infinity has been developed based on input from the large Advanced customer base, a focus has been maintained on developing the best business practices within CIS Infinity. The intent in implementing the Advanced solution is to take a best practices approach, and use the system as it is designed.

*Phase 2 Deliverables*

- Functional Discovery Analysis Workshop Agendas
- Technical Discovery Analysis Workshop Agendas
- Data Conversion Discovery Plan
- Modifications and Interfaces Strategy Document
- Discovery Document.

**Phase 3 - Specification and Interface/Modification Delivery**

After the approval of the Interface and Modification Strategy Document, Advanced will build upon the functional and technical workshops and produce a Functional Specification Document and Technical Specification Document for review and acceptance by the City.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical Summary (as appropriate)
- Process Overview
- Functional/Technical Enhancement (as appropriate)
- Impact to System Operation
- Questions

After specifications are approved, the Advanced development team will code, test, and deliver the interfaces and modifications.

*Phase 3 Deliverables*

- Functional Specification Document

- Technical Specification Document

#### **Phase 4 - Configuration and Conversion**

Advanced will configure the CIS Infinity control forms to reflect the City's new business processes including rates, estimating, pro-rating, exception checking, penalties, customer types and transaction codes, as well as communication media such as bill formats and customer notices.

The information gathered from the Discovery workshops will assist with initial efforts. Once installed and throughout the implementation, your Advanced Technical Team will make modifications to the initial configuration based on testing results.

As your system administrator becomes more familiar with the product, which is accomplished throughout the implementation phase, they will be better positioned in the post live to modify configuration as required (i.e. rate change management, transaction code management or adding a new address type).

The City will provide a data extract to Advanced that will be loaded into an Advanced database at the offsite Advanced development environment. Advanced will convert the City's data so that it can be loaded into CIS Infinity. Configuration and conversion is tightly integrated in CIS Infinity and Advanced will create validated mapping that ties an existing customer's rate or rates to their account. Advanced will develop a conversion routine to reflect the requirements of the City.

The Advanced Conversion Specialist will prepare the data conversion to load onsite and deliver a completed Initial Data Conversion Load with all of the data validation parameters.

Advanced will install the Initial Data Conversion Load at the City and conduct a series of onsite rollouts to ensure the data conversion and configuration is correct. Advanced will produce Conversion and Configuration Functional Test Scripts for confirming the look and feel of the data. Conversion and Configuration System Test Scripts will be provided to ensure system functions such as manual meter reading, billing and cash are operating properly. The City will provide results (pass/fail) from testing. Any deficiencies found during this rollout process will be documented in CustomerWise and provided to Advanced. Advanced is responsible for fully testing and correcting any deficiencies found during each rollout.

The final build released during the Configuration and Conversion Phase will be the baseline for system testing. Advanced will maintain baseline control and data validation for all build releases. This includes any development work the City refactors due to testing.

#### **Rollout (Cut 1)**

After conversion mapping and programming, rollout of the initial Data Conversion will be conducted on-site (Cut 1). "Cut 1" is the first Mock Go-Live; this is the first time running through the ultimate conversion go-live process occurs.

#### **Rollout (Cut 2)**

After completion of Functional Testing, part of testing is concluded with the second Rollout of conversion and configuration. "Cut 2" is the second Mock Go-Live.

#### **Rollout (Cut 3)**

After completion of Integration Testing Cycle 1, the second Rollout of conversion and configuration is completed. "Cut 3" is the third Mock Go-Live.

#### **Rollout (Cut 4)**

After completion of Integration Test Cycle 2, this part of testing is concluded with the fourth Rollout of conversion and configuration. "Cut 4" is the fourth Mock Go-Live. Vendor prepares system for live operation, including migration of system to production environment.

The deliverables for each Mock Go-Live are the same: a Percent Complete Report for the converted legacy data, an updated Audit plan for verification of converted data, and an updated Conversion Cutover Plan with a set of timing benchmarks.

#### *Phase 4 Deliverables*

- Configuration Checklist
- Initial Data Conversion Load
- Conversion and Configuration Functional Test Scripts
- Conversion and Configuration System Test Scripts
- Data Validation Parameters
- Mock Go-Lives

#### **Phase 5 - Core Team Training**

The City's core functional and core technical teams will be trained by Advanced to use CIS Infinity prior to starting system testing. Core Team Training consists of an introduction to all of the functionality within the CIS Infinity system that applies to the City's business processes.

Training will also introduce the City to alternative methods for operating CIS Infinity and how to maximize business process efficiency by using CIS Infinity's functionality.

During training, the City and Advanced will also document any process gaps, system bugs, set up, conversion and process flow deficiencies in CustomerWise. These items are then assigned to and resolved by the Advanced implementation team.

#### *Phase 5 Deliverables*

- Core Team Training Plan.
- Assist City in development of End User Training materials.
- Deliver Core Team Training classes
- Deliver Technical Training classes.

#### *Phase 5 Requirements*

- City Core Team participation in development of End User Training materials.

### **Phase 6 - Software Testing**

There will be three phases in the overall testing approach: Functional Testing, Integrated Testing Cycle (ITC) and User Acceptance Testing (UAT). There will be test scripts written for each of these phases. Test script creation will be led by Advanced but script validation will be completed by the City's staff to ensure that the test scripts are testing for their needs. The test scripts will be driven by the business process flows that are documented during the Discovery process.

#### *1. Functional Testing*

Functional testing will utilize testing scripts to confirm that the data conversion and basic functions in the system are working as expected.

#### *2. Integrated Testing Cycle (ITC)*

ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub phases.

- ITC 1 is intended to exercise full scale testing of the system for meter reading, bill calculation, bill print, cash collections and collections processing.
- ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system.

#### *3. User Acceptance Testing (UAT)*

The final testing is UAT and starts with a code freeze. Only critical path item changes will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system to be ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

#### *Phase 6 Deliverables*

- Functional, Integration, and User Acceptance Test Scripts.
- On site assistance with all phases of testing.
- Modified Configuration based on test results
- Modified Conversion based on test results.

#### *Phase 6 Requirements*

- City Core Team participation in all test phases
- Client reporting of any issues during the test phases.

### **Phase 7 - Go/No Go Criteria**

Advanced will initiate a process of gauging system readiness that will be measured using jointly defined Go/No Go Criteria by Advanced and the City to determine if CIS Infinity is

prepared for use in a production environment. The criteria will be agreed to by the City's Steering Committee and Advanced will document this in the Go/No Go Criteria List.

A contingency plan will be developed and reviewed with the City.

*Phase 7 Deliverables*

- Go/No Go Criteria List
- Final Release Data Conversion Load
- Contingency Plan

**Phase 8 – End User Training**

Once the Core Team is trained and the soft parallel testing is complete, the End User training will begin. End users are trained according to their job requirements.

Learners are instructed in small groups (usually a maximum of eight learners) using a step by step procedural approach. By practicing their day to day tasks using the City's own data, users become comfortable with the system before they are expected to use it in a production environment.

*Phase Five Deliverables*

- End User Training Plan.
- Deliver End User Training classes
- Deliver Technical Training classes.

**Phase 9 - Transition to Live**

The Advanced Project Manager will develop a Cutover Plan that details the steps and responsibilities for Advanced and the City to transition CIS Infinity to the City's production (live) environment.

The transition to live will have a new data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by the City's and the Advanced Project Manager.

*Phase 9 Deliverable*

- Cutover Plan

*Phase 9 Requirements*

- Provide detailed steps and communications of when data extract is obtained and data conversion is returned.
- Provide ordered steps for ensuring balancing of the system.
- Delineate whether a test system is refreshed at the same time as production for any required process testing.
- Execute post cutover test plan and checklist.
- Indicate when the system will be turned over to end user staff.
- Have a communication plan embedded into it.

- Will hold updating functions with Advanced staff until system processing is in balance.
- Provide a formal release that the system has been handed to the City in full balance.
- Will release updating capability to the City

#### **Phase 10 - Post Go Live**

Advanced will assist the City throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support.

##### *Phase 10 Requirements*

- Bi-Weekly PM and technical staff meetings to review all high priority items.
- Combination of onsite and remote customer support.
- Scheduling of delivery of remaining service.
- Full transition to support Audit (internal to Advanced).
- Joint formal sign-off on system Acceptance Criteria developed between Advanced and the City.
- Introduction and transition to Support.

#### **Project Schedule**



















The following sample implementation project schedule for the City identifies the activities and resources required for the successful installation of CIS Infinity.

We have provided an overview of a 12 month + 1 month post live implementation timeline based on our experience with organizations that are of similar size and scope to the City.

Please note this is only a sample. Dates and other information would be finalized during the project start-up phase of our implementation if we were fortunate enough to become vendor of choice.





















Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	
1	<b>Grand Island</b>	<b>30</b>	<b>2,620 ...</b>	<b>263.26 days</b>	<b>Tue 1/15/13</b>	<b>Mon 2/10/14</b>			
2	<b>Project Pre-Planning</b>	<b>0</b>	<b>54 hrs</b>	<b>6.26 days</b>	<b>Tue 1/15/13</b>	<b>Thu 1/24/13</b>			
3	Confirm Hardware Delivery	0	0 hrs	1 day	Tue 1/15/13	Tue 1/15/13			
4	Develop Draft Project Schedule	0	40 hrs	5 days	Wed 1/16/13	Tue 1/22/13	3	Project Manager	
5	Develop Draft Risk Plan	0	1 hr	0.13 days	Wed 1/23/13	Wed 1/23/13	4	Project Manager	
6	Develop Draft Communication Plan	0	1 hr	0.13 days	Wed 1/23/13	Wed 1/23/13	5	Project Manager	
7	Develop Draft Change Management Plan	0	1 hr	0.13 days	Wed 1/23/13	Wed 1/23/13	6	Project Manager	
8	Develop Initial Resource Schedule	0	1 hr	0.13 days	Wed 1/23/13	Wed 1/23/13	7	Project Manager	
9	Internal Project Team Kick-off	0	10 hrs	0.76 days	Wed 1/23/13	Thu 1/24/13	8	Application Consultant,Conv	
10	<b>Project Scheduling (On Site)</b>	<b>1</b>	<b>44 hrs</b>	<b>3 days</b>	<b>Mon 2/11/13</b>	<b>Thu 2/14/13</b>	<b>2FS+12 da</b>		
11	Project Kick-off at Grand Island	0	0 hrs	0 days	Mon 2/11/13	Mon 2/11/13			
12	Develop Project Schedule	1	16 hrs	2 days	Mon 2/11/13	Wed 2/13/13	11	Project Manager	
13	ADV - Deliver CIS Product Overview (remote)	0	4 hrs	0.5 days	Wed 2/13/13	Wed 2/13/13	11FS+2 da	Trainer	
14	Develop Draft Risk Plan	0	4 hrs	0.5 days	Wed 2/13/13	Wed 2/13/13	12	Project Manager	
15	Develop Draft Communication Plan	0	4 hrs	0.5 days	Wed 2/13/13	Thu 2/14/13	14	Project Manager	
16	Develop Draft Change Management Plan	0	4 hrs	0.5 days	Wed 2/13/13	Thu 2/14/13	15FF	Project Manager	
17	Develop Initial Resource Schedule	0	3 hrs	0.38 days	Wed 2/13/13	Thu 2/14/13	16FF	Project Manager	
18	ADV - Deliver Training Workbooks	0	1 hr	0.13 days	Thu 2/14/13	Thu 2/14/13	17FF	Project Manager	
19	ADV - Deliver Data Validation Workbook	0	1 hr	0.13 days	Thu 2/14/13	Thu 2/14/13	18FF	Project Manager	
20	ADV - Deliver and review Training Matrix	0	3 hrs	0.38 days	Wed 2/13/13	Thu 2/14/13	19FF	Project Manager	
21	Develop Draft Training Schedule	0	3 hrs	0.38 days	Wed 2/13/13	Thu 2/14/13	20FF	Project Manager	
22	ADV - Deliver Report Spreadsheet	0	1 hr	0.13 days	Thu 2/14/13	Thu 2/14/13	21FF	Project Manager	
23	Grand Island - Start documenting test cases for all testing	0	0 hrs	1 day	Wed 2/13/13	Thu 2/14/13	22FF		



















Project: Pro Forma Project Plan Date: Thu 10/18/12	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
24	<b>Installation of CIS Infinity</b>	<b>0</b>	<b>32 hrs</b>	<b>6.74 days</b>	<b>Tue 2/12/13</b>	<b>Thu 2/21/13</b>	<b>2</b>		N
25	ADV - Install/Config Database Server	0	8 hrs	1 day	Tue 2/12/13	Wed 2/13/13	11SS+1 da	Installer DB	
26	ADV - Install/Config Application Server	0	8 hrs	1 day	Wed 2/13/13	Thu 2/14/13	25	Installer APP	
27	ADV - Install Desktop Application (1-2 machines)	0	8 hrs	1 day	Thu 2/14/13	Fri 2/15/13	26	Installer APP	
28	ADV - Train Grand Island IT on Installation of Desktops	0	8 hrs	1 day	Fri 2/15/13	Mon 2/18/13	27	Installer APP	
29	Grand Island - Sign-off on Installation	0	0 hrs	0 days	Mon 2/18/13	Mon 2/18/13	28		
30	Grand Island - Complete Installation of Desktops	0	0 hrs	3 days	Tue 2/19/13	Thu 2/21/13	28		
31	<b>Discovery</b>	<b>3</b>	<b>160 hrs</b>	<b>63.42 days</b>	<b>Fri 3/1/13</b>	<b>Mon 6/3/13</b>	<b>24FS+5 da</b>		
32	ADV - Deliver Discovery Agenda	0	2 hrs	0.25 days	Fri 3/1/13	Fri 3/1/13		Project Manager	
33	<b>Discovery Workshop Week 1 (Onsite)</b>	<b>1</b>	<b>40 hrs</b>	<b>3 days</b>	<b>Mon 3/4/13</b>	<b>Thu 3/7/13</b>	<b>32FS+1 da</b>		
34	Foundation Workshop	1	8 hrs	1 day	Mon 3/4/13	Tue 3/5/13		Application Consultant	
35	Customer Service Workshop	0	8 hrs	1 day	Tue 3/5/13	Wed 3/6/13	34	Application Consultant	
36	Move In - Move Out Workshop	0	8 hrs	1 day	Wed 3/6/13	Thu 3/7/13	35	Application Consultant	
37	Legacy Cashiering and Inquiry Workshop	0	8 hrs	1 day	Wed 3/6/13	Thu 3/7/13	36FF	Application Consultant	
38	General review	0	8 hrs	1 day	Wed 3/6/13	Thu 3/7/13	37FF	Application Consultant	
39	<b>Discovery Workshop Week 2 (Onsite)</b>	<b>1</b>	<b>40 hrs</b>	<b>3 days</b>	<b>Mon 3/11/13</b>	<b>Thu 3/14/13</b>	<b>33FS+2 da</b>		
40	Billing Process Workshop	1	8 hrs	1 day	Mon 3/11/13	Tue 3/12/13		Application Consultant	
41	Rates Workshop	0	8 hrs	1 day	Tue 3/12/13	Wed 3/13/13	40	Application Consultant	
42	Financial Mgmt Workshop	0	8 hrs	1 day	Wed 3/13/13	Thu 3/14/13	41	Application Consultant	
43	Meters and Assets Workshop	0	8 hrs	1 day	Wed 3/13/13	Thu 3/14/13	42FF	Application Consultant	
44	General review	0	8 hrs	1 day	Wed 3/13/13	Thu 3/14/13	43FF	Application Consultant	
45	<b>Discovery Workshop Week 3 (Onsite)</b>	<b>1</b>	<b>40 hrs</b>	<b>3 days</b>	<b>Mon 3/25/13</b>	<b>Thu 3/28/13</b>	<b>39FS+7 da</b>		
<div> <div>Project: Pro Forma Project Plan Date: Thu 10/18/12</div> <div> <div>Task</div> <div>Split</div> <div>Milestone</div> <div>Summary</div> <div>Project Summary</div> <div>External Tasks</div> </div> <div> <div>External Milestone</div> <div>Inactive Task</div> <div>Inactive Milestone</div> <div>Inactive Summary</div> <div>Manual Task</div> <div>Duration-only</div> </div> <div> <div>Manual Summary Rollup</div> <div>Manual Summary</div> <div>Start-only</div> <div>Finish-only</div> <div>Deadline</div> <div>Progress</div> </div> </div>									



















Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
46	Service Orders Workshop	1	8 hrs	1 day	Mon 3/25/13	Tue 3/26/13		Application Consultant	N
47	Collections Workshop	0	8 hrs	1 day	Mon 3/25/13	Tue 3/26/13	46FF	Application Consultant	
48	Reports, Notices and Letters Workshop	0	8 hrs	1 day	Mon 3/25/13	Tue 3/26/13	47FF	Application Consultant	
49	General review	0	16 hrs	2 days	Tue 3/26/13	Thu 3/28/13	48	Application Consultant	
50	<b>Discovery Workshop finalization</b>	<b>0</b>	<b>38 hrs</b>	<b>28.17 days</b>	<b>Mon 4/22/13</b>	<b>Mon 6/3/13</b>	<b>76</b>		
51	ADV - Update Discovery Document	0	16 hrs	2 days	Mon 4/22/13	Wed 4/24/13		Application Consultant	
52	ADV - Delivery Discovery Document	0	6 hrs	0.75 days	Wed 4/24/13	Wed 4/24/13	51	Project Manager	
53	Grand Island - Review Discovery Document	0	0 hrs	5 days	Thu 4/25/13	Wed 5/1/13	52		
54	Grand Island - Provide Comments	0	0 hrs	3.75 days	Thu 5/2/13	Tue 5/7/13	53		
55	ADV - Update Discovery Document	0	16 hrs	6.67 days	Tue 5/7/13	Thu 5/16/13	54	Application Consultant[20%]	
56	Grand Island - Sign-Off on Discovery Document	0	0 hrs	10 days	Thu 5/16/13	Mon 6/3/13	55		
57	<b>Conversion (Data Discovery and Mapping Exercise)</b>	<b>0</b>	<b>128 hrs</b>	<b>43.49 days</b>	<b>Wed 2/13/13</b>	<b>Wed 4/17/13</b>			
58	Grand Island - Deliver initial Extract	0	0 hrs	5 days	Wed 2/13/13	Thu 2/21/13	12		
59	Grand Island - Deliver Data Dictionary	0	0 hrs	5 days	Wed 2/13/13	Thu 2/21/13	58FF		
60	ADV - Legacy Data Assessment	0	8 hrs	5 days	Thu 2/21/13	Thu 2/28/13	59	Conversion[20%]	
61	ADV - Setup Conversion Environment	0	8 hrs	10 days	Thu 2/28/13	Thu 3/14/13	60	Conversion[10%]	
62	ADV - Develop MS Access DB for Data Mapping Exercise	0	4 hrs	1.67 days	Thu 3/14/13	Fri 3/15/13	61	Conversion[30%]	
63	ADV - Data Mapping Exercise (remote) week 1	0	40 hrs	5 days	Thu 3/7/13	Thu 3/14/13	33	Conversion	
64	ADV - Data Mapping Exercise (remote) week 2	0	40 hrs	5 days	Thu 3/14/13	Thu 3/21/13	39	Conversion	
65	ADV - Data Mapping Exercise (remote)	0	16 hrs	2 days	Fri 4/5/13	Tue 4/9/13	64FS+10 c	Conversion	
66	ADV - Legacy Data Clean-up List (if applicable)	0	4 hrs	0.5 days	Tue 4/9/13	Tue 4/9/13	65	Conversion	

Project: Pro Forma Project Plan Date: Thu 10/18/12	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
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	Project Summary		Manual Task		Deadline	
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Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
67	ADV - Develop Potential List of Baseline Accounts	0	4 hrs	0.5 days	Tue 4/9/13	Wed 4/10/13	66	Conversion	N
68	ADV - Update Data Mapping DB	0	4 hrs	0.5 days	Wed 4/10/13	Wed 4/10/13	67	Conversion	
69	ADV - Deliver Data Mapping DB	0	0 hrs	0 days	Wed 4/10/13	Wed 4/10/13	68		
70	Grand Island - Signoff on Data Mapping DB	0	0 hrs	5 days	Wed 4/10/13	Wed 4/17/13	69		
71	<b>Initial Configuration</b>	<b>0</b>	<b>364 hrs</b>	<b>88.15 days</b>	<b>Thu 1/24/13</b>	<b>Mon 6/3/13</b>			
72	ADV - Initial System Clean-up	0	24 hrs	1.5 days	Thu 1/24/13	Fri 1/25/13	9	Tech Lead,Application Consu	
73	ADV - Review SOW	0	24 hrs	2.5 days	Fri 1/25/13	Wed 1/30/13	72	Tech Lead,Application Consu	
74	ADV - Review Discovery Document Week 1	0	80 hrs	5 days	Mon 4/1/13	Mon 4/8/13	45FS+1 da	Application Consultant,Tech	
75	ADV - Review Discovery Document Week 2	0	80 hrs	5 days	Mon 4/8/13	Mon 4/15/13	74	Application Consultant,Tech	
76	ADV - Review Discovery Document Week 3	0	80 hrs	5 days	Mon 4/15/13	Mon 4/22/13	75	Application Consultant,Tech	
77	ADV - Review Discovery Document Final	0	36 hrs	6.67 days	Thu 5/23/13	Mon 6/3/13	50FF	Tech Lead[60%],Application (	
78	ADV - Q/A Analysis of the In-house System	0	36 hrs	3.75 days	Wed 5/1/13	Tue 5/7/13	145	Tech Lead[60%],Application (	
79	ADV - Rollout Configuration Onsite	0	4 hrs	2.5 days	Tue 5/7/13	Thu 5/9/13	78	Tech Lead[20%]	
80	<b>Modifications</b>	<b>0</b>	<b>0 hrs</b>	<b>42.58 days</b>	<b>Mon 6/3/13</b>	<b>Fri 8/2/13</b>	<b>77</b>		
81	ADV - Initial Discussions (Onsite)	0	0 hrs	0 days	Mon 6/3/13	Mon 6/3/13		Development,Tech Lead	
82	ADV - Development of Specifications	0	0 hrs	0 days	Mon 6/3/13	Mon 6/3/13	81	Development,Tech Lead	
83	ADV - Deliver Specifications	0	0 hrs	0 days	Mon 6/3/13	Mon 6/3/13	82	Project Manager	
84	Grand Island - Review Specifications	0	0 hrs	0 days	Mon 6/3/13	Mon 6/3/13	83		
85	ADV - Update Specifications	0	0 hrs	0 days	Mon 6/3/13	Mon 6/3/13	84	Development[20%],Tech Lea	
86	Grand Island - Signoff on Specifications	0	0 hrs	0 days	Mon 6/3/13	Mon 6/3/13	85		
87	ADV - Develop Modifications	0	0 hrs	0 days	Fri 8/2/13	Fri 8/2/13	86,164FF	Development	
88	Grand Island - Test Modifications	0	0 hrs	0 days	Mon 6/3/13	Mon 6/3/13			
89	Grand Island - Signoff on Modifications	0	0 hrs	0 days	Mon 6/3/13	Mon 6/3/13	88		

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	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	



















Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
90	<b>Core Team Training</b>	<b>5</b>	<b>200 hrs</b>	<b>32 days</b>	<b>Tue 1/15/13</b>	<b>Fri 3/1/13</b>			N
91	<b>Week 1</b>	<b>1</b>	<b>40 hrs</b>	<b>5 days</b>	<b>Mon 2/25/13</b>	<b>Fri 3/1/13</b>	<b>29FS+4 da</b>		
92	ADV - Orientation & Overview and Daily Process	1	40 hrs	5 days	Mon 2/25/13	Fri 3/1/13		Trainer	
93	<b>Week 2</b>	<b>1</b>	<b>40 hrs</b>	<b>3.75 days</b>	<b>Tue 1/15/13</b>	<b>Fri 1/18/13</b>			
94	ADV - Billing	1	30 hrs	3.75 days	Tue 1/15/13	Fri 1/18/13		Trainer	
95	ADV - Cash	0	10 hrs	1.25 days	Thu 1/17/13	Fri 1/18/13	94FF	Trainer	
96	<b>Week 3</b>	<b>1</b>	<b>40 hrs</b>	<b>3.75 days</b>	<b>Tue 1/29/13</b>	<b>Mon 2/4/13</b>	<b>93FS+6 da</b>		
97	ADV - Collections	1	20 hrs	2.5 days	Tue 1/29/13	Fri 2/1/13		Trainer	
98	ADV - Designing SO	0	5 hrs	0.63 days	Fri 2/1/13	Fri 2/1/13	97	Trainer	
99	ADV - Generating Service Orders	0	5 hrs	0.63 days	Fri 2/1/13	Mon 2/4/13	98	Trainer	
100	ADV - Reports	0	10 hrs	1.25 days	Fri 2/1/13	Mon 2/4/13	99FF	Trainer	
101	<b>Week 4</b>	<b>1</b>	<b>40 hrs</b>	<b>1.88 days</b>	<b>Wed 2/6/13</b>	<b>Fri 2/8/13</b>	<b>96FS+2 da</b>		
102	ADV - GL and Month/Year End	1	5 hrs	0.63 days	Wed 2/6/13	Thu 2/7/13		Trainer	
103	ADV - Security	0	5 hrs	0.63 days	Thu 2/7/13	Thu 2/7/13	102	Trainer	
104	ADV - Scheduler	0	5 hrs	0.63 days	Thu 2/7/13	Fri 2/8/13	103	Trainer	
105	ADV - System Administration	0	15 hrs	1.88 days	Wed 2/6/13	Fri 2/8/13	104FF	Trainer	
106	ADV - Rate Management	0	10 hrs	1.25 days	Thu 2/7/13	Fri 2/8/13	105FF	Trainer	
107	<b>Week 5</b>	<b>1</b>	<b>40 hrs</b>	<b>3.75 days</b>	<b>Mon 2/11/13</b>	<b>Fri 2/15/13</b>	<b>101FS+1 c</b>		
108	ADV - Water Inventory	1	10 hrs	1.25 days	Mon 2/11/13	Tue 2/12/13		Trainer	
109	ADV - Electric Inventory	0	10 hrs	1.25 days	Tue 2/12/13	Wed 2/13/13	108	Trainer	
110	ADV - Instrument & Distribution Transformer	0	10 hrs	1.25 days	Wed 2/13/13	Fri 2/15/13	109	Trainer	
111	ADV - Back Flow	0	10 hrs	1.25 days	Wed 2/13/13	Fri 2/15/13	110FF	Trainer	
112	<b>Reports, Notices, Receipts and Bill Print</b>	<b>0</b>	<b>100 hrs</b>	<b>165.9 days</b>	<b>Thu 2/14/13</b>	<b>Thu 10/17/13</b>			

Project: Pro Forma Project Plan Date: Thu 10/18/12	Task		External Milestone		Manual Summary Rollup	
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Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
113	<b>Reporting</b>	<b>0</b>	<b>42 hrs</b>	<b>31.23 days</b>	<b>Tue 3/26/13</b>	<b>Thu 5/9/13</b>	<b>48</b>		N
114	ADV - Review of current reporting obligations	0	8 hrs	0.5 days	Tue 3/26/13	Tue 3/26/13		Crystal Reports,Project Manager	
115	ADV - Analyze Grand Island Reports	0	12 hrs	1.5 days	Tue 3/26/13	Thu 3/28/13	114	Crystal Reports	
116	ADV - Provide Mock-up of Custom Reports	0	8 hrs	1 day	Thu 3/28/13	Fri 3/29/13	115	Crystal Reports	
117	Grand Island - Signoff on Mock-ups	0	0 hrs	7 days	Mon 4/1/13	Tue 4/9/13	116		
118	ADV - Program Custom Reports	0	8 hrs	1.23 days	Wed 4/10/13	Thu 4/11/13	117	Crystal Reports[81%]	
119	Grand Island - Test Custom Reports	0	0 hrs	12.5 days	Thu 4/11/13	Mon 4/29/13	118		
120	ADV - Make any adjustments	0	6 hrs	0.75 days	Mon 4/29/13	Tue 4/30/13	119	Crystal Reports	
121	Grand Island - Re-test Custom Reports	0	0 hrs	7 days	Tue 4/30/13	Thu 5/9/13	120		
122	Grand Island - Signoff on Custom Reports	0	0 hrs	0 days	Thu 5/9/13	Thu 5/9/13	121		
123	<b>Bill Print Design</b>	<b>0</b>	<b>58 hrs</b>	<b>165.9 days</b>	<b>Thu 2/14/13</b>	<b>Thu 10/17/13</b>			
124	ADV - Provide Sample Bills	0	1 hr	1.25 days	Thu 2/14/13	Fri 2/15/13	10	Project Manager[10%]	
125	Grand Island - Provide Bill Print Mock-Up	0	0 hrs	62.5 days	Mon 6/3/13	Tue 9/3/13	204SS		
126	ADV - Review Bill Print Mock-up	0	16 hrs	2 days	Tue 9/3/13	Thu 9/5/13	125	Crystal Reports	
127	ADV- Code and test Bill Print	0	32 hrs	8 days	Thu 9/5/13	Tue 9/17/13	126	Crystal Reports[50%]	
128	ADV - Rollout Bill Print	0	1 hr	1.25 days	Tue 9/17/13	Thu 9/19/13	127	Crystal Reports[10%]	
129	Grand Island - Test Bill Print (1500+ Bills)	0	0 hrs	19 days	Thu 9/19/13	Thu 10/17/13	128		
130	ADV - Make any necessary code changes	0	8 hrs	30 days	Thu 9/5/13	Thu 10/17/13	129FF	Crystal Reports[3%]	
131	Grand Island - Signoff on Bill Print	0	0 hrs	0 days	Thu 10/17/13	Thu 10/17/13	130		
132	<b>Interfaces</b>	<b>0</b>	<b>0 hrs</b>	<b>136.99 days</b>	<b>Tue 1/15/13</b>	<b>Fri 8/2/13</b>			
133	ADV - Review of SOW	0	0 hrs	0 days	Tue 1/15/13	Tue 1/15/13		Tech Lead[10%]	
134	ADV - Request necessary files/layout from Grand Island	0	0 hrs	0 days	Tue 1/15/13	Tue 1/15/13	133	Tech Lead[10%]	



















Project: Pro Forma Project Plan Date: Thu 10/18/12	Task		External Milestone		Manual Summary Rollup	
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	External Tasks		Duration-only		Progress	

Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
135	Grand Island - Deliver the Requested files/layouts to ADV	0	0 hrs	0 days	Tue 1/15/13	Tue 1/15/13	134		N
136	ADV - Configure Interfaces	0	0 hrs	0 days	Mon 6/3/13	Mon 6/3/13	71FF,135	Tech Lead	
137	Grand Island - Test Interfaces	0	0 hrs	0 days	Fri 8/2/13	Fri 8/2/13	136,219SS		
138	ADV - Make adjustments to Interfaces	0	0 hrs	0 days	Fri 8/2/13	Fri 8/2/13	137	Tech Lead[80%]	
139	Grand Island - Re-Test Interfaces	0	0 hrs	0 days	Fri 8/2/13	Fri 8/2/13	138		
140	Grand Island - Signoff on Interfaces	0	0 hrs	0 days	Fri 8/2/13	Fri 8/2/13	139		
141	<b>Data Refreshes</b>	<b>0</b>	<b>272 hrs</b>	<b>187.14 days</b>	<b>Tue 4/9/13</b>	<b>Mon 1/13/14</b>			
142	<b>Data Refresh # 1 (Conversion)</b>	<b>0</b>	<b>92 hrs</b>	<b>21.52 days</b>	<b>Tue 4/9/13</b>	<b>Wed 5/8/13</b>			
143	ADV - Programming of the Conversion	0	64 hrs	12 days	Tue 4/9/13	Thu 4/25/13	65	Conversion[67%]	
144	ADV - Run Initial Conversion	0	8 hrs	1.6 days	Thu 4/25/13	Fri 4/26/13	143	Conversion[63%]	
145	ADV - Load Converted Data to In-house Systems	0	4 hrs	2.5 days	Fri 4/26/13	Wed 5/1/13	144	Conversion[20%]	
146	ADV - Run Data Integrity Report	0	4 hrs	1.67 days	Wed 5/1/13	Fri 5/3/13	145	Conversion[30%]	
147	ADV - Q/A Analysis of Converted Data	0	8 hrs	1.11 days	Wed 5/1/13	Fri 5/3/13	146FF	Conversion[10%],Tech Lead,	
148	ADV - Upload Data to FTP site	0	1 hr	1.25 days	Fri 5/3/13	Mon 5/6/13	147	Conversion[10%]	
149	ADV - Load Converted Data to Onsite Production System	0	2 hrs	2.5 days	Mon 5/6/13	Wed 5/8/13	148	Conversion[10%]	
150	ADV - Load Converted Data to Onsite Test System	0	1 hr	1.25 days	Tue 5/7/13	Wed 5/8/13	149FF	Conversion[10%]	
151	<b>Data Refresh #2 (Functional Testing)</b>	<b>0</b>	<b>42 hrs</b>	<b>5.08 days</b>	<b>Fri 6/21/13</b>	<b>Mon 7/1/13</b>	<b>204</b>		
152	Grand Island - Deliver Data Extract	0	0 hrs	1 day	Fri 6/21/13	Mon 6/24/13			
153	Grand Island - Deliver Data Validation Numbers	0	0 hrs	1 day	Fri 6/21/13	Mon 6/24/13	152FF		
154	ADV - Run Initial Conversion	0	8 hrs	1.2 days	Mon 6/24/13	Wed 6/26/13	153	Conversion[83%]	

Project: Pro Forma Project Plan Date: Thu 10/18/12	Task		External Milestone		Manual Summary Rollup	
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	External Tasks		Duration-only		Progress	





















Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
155	ADV - Load Converted Data to In-house Systems	0	1 hr	0.63 days	Wed 6/26/13	Wed 6/26/13	154	Conversion[20%]	N
156	ADV - Run Data Integrity Report	0	1 hr	0.63 days	Wed 6/26/13	Wed 6/26/13	155FF	Conversion[20%]	
157	ADV - Q/A Analysis of Converted Data	0	8 hrs	1.11 days	Wed 6/26/13	Thu 6/27/13	156	Conversion[10%],Tech Lead,	
158	ADV - Upload Data to FTP site	0	4 hrs	0.63 days	Thu 6/27/13	Thu 6/27/13	157FF	Conversion[80%]	
159	ADV - Load Converted Data to Onsite Production System	0	4 hrs	0.63 days	Thu 6/27/13	Fri 6/28/13	158	Conversion[80%]	
160	ADV - Load Converted Data to Onsite Test System	0	4 hrs	0.63 days	Thu 6/27/13	Fri 6/28/13	159FF	Conversion[80%]	
161	ADV - Provide Data Validation Worksheet	0	4 hrs	0.63 days	Thu 6/27/13	Fri 6/28/13	159FF	Conversion[80%]	
162	ADV - Reconcile any differences	0	4 hrs	0.63 days	Fri 6/28/13	Mon 7/1/13	161	Conversion[80%]	
163	ADV - Make any necessary code changes	0	4 hrs	0.5 days	Fri 6/28/13	Mon 7/1/13	162FF	Conversion	
164	<b>Data Refresh #3 (Integration Testing Cycle 1)</b>	<b>0</b>	<b>46 hrs</b>	<b>6.39 days</b>	<b>Thu 7/25/13</b>	<b>Fri 8/2/13</b>	<b>211</b>		
165	Grand Island - Deliver Data Extract	0	0 hrs	1 day	Thu 7/25/13	Fri 7/26/13			
166	Grand Island - Deliver Data Validation Numbers	0	0 hrs	1 day	Thu 7/25/13	Fri 7/26/13	165FF		
167	ADV - Run Initial Conversion	0	10 hrs	1.5 days	Fri 7/26/13	Tue 7/30/13	166	Conversion[83%]	
168	ADV - Load Converted Data to In-house Systems	0	1 hr	0.63 days	Tue 7/30/13	Tue 7/30/13	167	Conversion[20%]	
169	ADV - Run Data Integrity Report	0	1 hr	0.63 days	Tue 7/30/13	Tue 7/30/13	168FF	Conversion[20%]	
170	ADV - Q/A Analysis of Converted Data	0	10 hrs	1.39 days	Tue 7/30/13	Thu 8/1/13	169	Conversion[10%],Tech Lead,	
171	ADV - Upload Data to FTP site	0	4 hrs	0.63 days	Thu 8/1/13	Thu 8/1/13	170	Conversion[80%]	
172	ADV - Load Converted Data to Onsite Production System	0	4 hrs	0.63 days	Thu 8/1/13	Fri 8/2/13	171	Conversion[80%]	



















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Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
173	ADV - Load Converted Data to Onsite Test System	0	4 hrs	0.63 days	Thu 8/1/13	Fri 8/2/13	172FF	Conversion[80%]	N
174	ADV - Provide Data Validation Worksheet	0	4 hrs	0.63 days	Thu 8/1/13	Fri 8/2/13	172FF	Conversion[80%]	
175	ADV - Reconcile any differences	0	4 hrs	0.63 days	Fri 8/2/13	Fri 8/2/13	174	Conversion[80%]	
176	ADV - Make any necessary code changes	0	4 hrs	0.5 days	Fri 8/2/13	Fri 8/2/13	175FF	Conversion	
177	<b>Data Refresh #4 (UAT)</b>	<b>0</b>	<b>46 hrs</b>	<b>4.76 days</b>	<b>Tue 10/8/13</b>	<b>Wed 10/16/13</b>	<b>219</b>		
178	Grand Island - Deliver Data Extract	0	0 hrs	1 day	Tue 10/8/13	Wed 10/9/13			
179	Grand Island - Deliver Data Validation Numbers	0	0 hrs	1 day	Tue 10/8/13	Wed 10/9/13	178FF		
180	ADV - Run Initial Conversion	0	10 hrs	1.5 days	Wed 10/9/13	Fri 10/11/13	179	Conversion[83%]	
181	ADV - Load Converted Data to In-house Systems	0	1 hr	0.63 days	Fri 10/11/13	Mon 10/14/13	180	Conversion[20%]	
182	ADV - Run Data Integrity Report	0	1 hr	0.63 days	Fri 10/11/13	Mon 10/14/13	181FF	Conversion[20%]	
183	ADV - Q/A Analysis of Converted Data	0	10 hrs	1.39 days	Mon 10/14/13	Tue 10/15/13	182	Conversion[10%], Tech Lead,	
184	ADV - Upload Data to FTP site	0	4 hrs	0.63 days	Mon 10/14/13	Tue 10/15/13	183FF	Conversion[80%]	
185	ADV - Load Converted Data to Onsite Production System	0	4 hrs	0.63 days	Tue 10/15/13	Wed 10/16/13	184	Conversion[80%]	
186	ADV - Load Converted Data to Onsite Test System	0	4 hrs	0.63 days	Tue 10/15/13	Wed 10/16/13	185FF	Conversion[80%]	
187	ADV - Provide Data Validation Worksheet	0	4 hrs	0.63 days	Tue 10/15/13	Wed 10/16/13	185FF	Conversion[80%]	
188	ADV - Reconcile any differences	0	4 hrs	0.63 days	Wed 10/16/13	Wed 10/16/13	187	Conversion[80%]	
189	ADV - Make any necessary code changes	0	4 hrs	0.5 days	Wed 10/16/13	Wed 10/16/13	188FF	Conversion	
190	<b>Data Refresh #5 (Go Live)</b>	<b>0</b>	<b>46 hrs</b>	<b>5.14 days</b>	<b>Mon 1/6/14</b>	<b>Mon 1/13/14</b>	<b>249FS+10</b>		
191	Grand Island - Deliver Data Extract	0	0 hrs	1 day	Mon 1/6/14	Tue 1/7/14			

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	External Tasks		Duration-only		Progress	



















Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
192	Grand Island - Deliver Data Validation Numbers	0	0 hrs	1 day	Mon 1/6/14	Tue 1/7/14	191FF		N
193	ADV - Run Initial Conversion	0	10 hrs	1.5 days	Tue 1/7/14	Wed 1/8/14	192	Conversion[83%]	
194	ADV - Load Converted Data to In-house Systems	0	1 hr	0.63 days	Wed 1/8/14	Thu 1/9/14	193	Conversion[20%]	
195	ADV - Run Data Integrity Report	0	1 hr	0.63 days	Wed 1/8/14	Thu 1/9/14	194FF	Conversion[20%]	
196	ADV - Q/A Analysis of Converted Data	0	10 hrs	1.39 days	Thu 1/9/14	Fri 1/10/14	195	Conversion[10%], Tech Lead,	
197	ADV - Upload Data to FTP site	0	4 hrs	0.63 days	Fri 1/10/14	Fri 1/10/14	196FF	Conversion[80%]	
198	ADV - Load Converted Data to Onsite Production System	0	4 hrs	0.63 days	Fri 1/10/14	Mon 1/13/14	197	Conversion[80%]	
199	ADV - Load Converted Data to Onsite Test System	0	4 hrs	0.63 days	Fri 1/10/14	Mon 1/13/14	198FF	Conversion[80%]	
200	ADV - Provide Data Validation Worksheet	0	4 hrs	0.63 days	Fri 1/10/14	Mon 1/13/14	198FF	Conversion[80%]	
201	ADV - Reconcile any differences	0	4 hrs	0.63 days	Fri 1/10/14	Mon 1/13/14	200FF	Conversion[80%]	
202	ADV - Make any necessary code changes	0	4 hrs	0.5 days	Fri 1/10/14	Mon 1/13/14	201FF	Conversion	
203	<b>Testing Phases</b>	<b>10</b>	<b>420 hrs</b>	<b>114.84 days</b>	<b>Mon 6/3/13</b>	<b>Tue 11/19/13</b>	<b>71,142</b>		
204	<b>Conversion Testing</b>	<b>2</b>	<b>78 hrs</b>	<b>14.5 days</b>	<b>Mon 6/3/13</b>	<b>Fri 6/21/13</b>			
205	ADV - Provide Testing Worksheets	0	2 hrs	2.5 days	Mon 6/3/13	Wed 6/5/13		Project Manager[10%]	
206	ADV - Walk Through Testing worksheets	2	60 hrs	3.75 days	Mon 6/3/13	Fri 6/7/13		Conversion, Tech Lead	
207	Grand Island - Conduct Testing	0	0 hrs	12 days	Wed 6/5/13	Fri 6/21/13	205		
208	Grand Island - Report any issues into CustomerWise	0	0 hrs	12 days	Wed 6/5/13	Fri 6/21/13	207FF		
209	ADV - Make any necessary Conversion changes	0	16 hrs	2.5 days	Wed 6/5/13	Mon 6/10/13	207SS	Conversion[80%]	
210	Grand Island - Re-test CustomerWise Items	0	0 hrs	12 days	Mon 6/3/13	Wed 6/19/13	209FF		

Project: Pro Forma Project Plan Date: Thu 10/18/12	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	











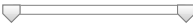







Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
211	<b>Functional Testing</b>	<b>2</b>	<b>88 hrs</b>	<b>16.6 days</b>	<b>Mon 7/1/13</b>	<b>Thu 7/25/13</b>	<b>151</b>		
212	ADV - Provide Testing Worksheets	0	2 hrs	2.5 days	Mon 7/1/13	Wed 7/3/13		Project Manager[10%]	
213	ADV - OTJL	2	66 hrs	4.13 days	Wed 7/3/13	Tue 7/9/13	212	Application Consultant,Tech	
214	Grand Island - Conduct Testing	0	0 hrs	15 days	Wed 7/3/13	Thu 7/25/13	212		
215	Grand Island - Report any issues into CustomerWise	0	0 hrs	15 days	Wed 7/3/13	Thu 7/25/13	214FF		
216	ADV - Make any necessary configuration changes	0	10 hrs	1.67 days	Tue 7/23/13	Thu 7/25/13	214FF	Tech Lead[75%]	
217	ADV - OTJL	0	10 hrs	0.63 days	Wed 7/3/13	Thu 7/4/13	215SS	Application Consultant,Tech	
218	Grand Island - Re-test CustomerWise Items	0	0 hrs	15 days	Wed 7/3/13	Thu 7/25/13	216FF		
219	<b>Integration Testing Cycle 1</b>	<b>4</b>	<b>162 hrs</b>	<b>45 days</b>	<b>Fri 8/2/13</b>	<b>Tue 10/8/13</b>	<b>164</b>		
220	Develop Stress Test Plan	0	5 hrs	0.31 days	Fri 8/2/13	Mon 8/5/13		Application Consultant,Tech	
221	Develop Integration Test Plan	0	5 hrs	1.25 days	Fri 8/2/13	Tue 8/6/13		Project Manager[50%]	
222	Grand Island - Develop Integration Test Scripts	0	0 hrs	10 days	Fri 8/2/13	Mon 8/19/13			
223	ADV - OTJL	3	100 hrs	4.17 days	Mon 8/19/13	Mon 8/26/13	222	Application Consultant,Tech	
224	Grand Island - Conduct Testing	0	0 hrs	35 days	Mon 8/19/13	Tue 10/8/13	222		
225	Grand Island - Report any issues into CustomerWise	0	0 hrs	35 days	Mon 8/19/13	Tue 10/8/13	224FF		
226	ADV - Make any necessary configuration changes	1	30 hrs	9.38 days	Mon 8/19/13	Mon 9/2/13	225SS	Tech Lead[40%]	
227	ADV - OTJL	0	22 hrs	1.38 days	Mon 8/19/13	Wed 8/21/13	224SS	Tech Lead,Project Manager	
228	Grand Island - Re-test CustomerWise Items	0	0 hrs	7 days	Thu 8/22/13	Mon 9/2/13	226FF		
229	<b>User Acceptance Testing</b>	<b>2</b>	<b>92 hrs</b>	<b>22.5 days</b>	<b>Wed 10/16/13</b>	<b>Tue 11/19/13</b>	<b>177</b>		

Project: Pro Forma Project Plan Date: Thu 10/18/12	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
230	Grand Island - Develop Integration Test Scripts	0	0 hrs	2.5 days	Wed 10/16/13	Mon 10/21/13			N
231	Grand Island - Conduct Testing	0	0 hrs	20 days	Mon 10/21/13	Tue 11/19/13	230		
232	ADV - OTJL	2	72 hrs	6.75 days	Mon 10/21/13	Wed 10/30/13	231SS	Tech Lead,Application Consu	
233	Grand Island - Report any issues into CustomerWise	0	0 hrs	20 days	Mon 10/21/13	Tue 11/19/13	231FF		
234	ADV - Make any necessary configuration changes	0	20 hrs	6.25 days	Mon 11/11/13	Tue 11/19/13	231FF	Tech Lead[40%]	
235	Grand Island - Re-test CustomerWise Items	0	0 hrs	15 days	Mon 10/28/13	Tue 11/19/13	234FF		
236	<b>End User Training</b>	<b>5</b>	<b>200 hrs</b>	<b>43 days</b>	<b>Tue 7/2/13</b>	<b>Tue 9/3/13</b>			
237	Grand Island - Finalize End User Training Plan	0	0 hrs	5 days	Tue 7/2/13	Tue 7/9/13	211SS		
238	ADV - End User Week 1	1	40 hrs	5 days	Fri 7/19/13	Thu 7/25/13	237FS+7 c		
239	ADV - End User Week 2	1	40 hrs	5 days	Fri 7/26/13	Thu 8/1/13	238		
240	ADV - End User Week 3	1	40 hrs	5 days	Fri 8/2/13	Fri 8/9/13	239		
241	ADV - End User Week 4	1	40 hrs	5 days	Mon 8/19/13	Fri 8/23/13	240FS+5 c		
242	ADV - End User Week 5	1	40 hrs	5 days	Tue 8/27/13	Tue 9/3/13	241FS+1 c		
243	<b>Go Live</b>	<b>4</b>	<b>184 hrs</b>	<b>25 days</b>	<b>Wed 12/4/13</b>	<b>Mon 1/13/14</b>	<b>203FS+10</b>		
244	ADV - Finalize Go/No Go Criteria	0	4 hrs	5 days	Wed 12/4/13	Wed 12/11/13		Project Manager[10%]	
245	ADV - Finalize Organization Readiness Checklist	0	4 hrs	5 days	Wed 12/4/13	Wed 12/11/13	244FF	Project Manager[10%]	
246	ADV - Finalize Post Go Live Plan	0	4 hrs	5 days	Wed 12/4/13	Wed 12/11/13	244FF	Project Manager[10%]	
247	ADV - Finalize Transition Plan to Support	0	4 hrs	5 days	Wed 12/4/13	Wed 12/11/13	244FF	Project Manager[10%]	
248	ADV - Finalize Cutover Plan	0	4 hrs	5 days	Wed 12/4/13	Wed 12/11/13	244FF	Project Manager[10%]	
249	Grand Island - Go / No Go Decision	0	0 hrs	10 days	Wed 12/4/13	Wed 12/18/13	244FF		
250	ADV - Finalize Go Live Plan	0	4 hrs	5 days	Wed 12/4/13	Wed 12/11/13	244FF	Project Manager[10%]	

Project: Pro Forma Project Plan Date: Thu 10/18/12	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
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	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Pro Forma Project Plan									
ID	Task Name	Trips	Work	Duration	Start	Finish	Predecessors	Resource Names	13
251	Go Live	4	160 hrs	5 days	Mon 1/6/14	Mon 1/13/14	190SS	Application Consultant,Proje	N
252	<b>Post Live Support</b>	<b>0</b>	<b>160 hrs</b>	<b>19 days</b>	<b>Mon 1/13/14</b>	<b>Mon 2/10/14</b>	<b>251</b>		
253	Week 1	0	40 hrs	5 days	Mon 1/13/14	Mon 1/20/14		Tech Lead	
254	Week 2	0	40 hrs	5 days	Mon 1/20/14	Mon 1/27/14	253	Tech Lead	
255	Week 3	0	40 hrs	5 days	Mon 1/27/14	Mon 2/3/14	254	Tech Lead	
256	Week 4	0	40 hrs	5 days	Mon 2/3/14	Mon 2/10/14	255	Tech Lead	
257	<b>Weekly Grand Island Meeting</b>	<b>2</b>	<b>302 hrs</b>	<b>236 days</b>	<b>Tue 1/15/13</b>	<b>Mon 12/30/13</b>	<b>255</b>		
258	Weekly Review of CustomerWise	0	100 hrs	250 days	Tue 1/15/13	Mon 12/30/13		PM[5%]	
259	Monthly Project Update	0	50 hrs	208.33 days	Wed 3/13/13	Mon 12/30/13	258FF	PM[3%]	
260	Monthly Resourcing	0	50 hrs	208.33 days	Wed 3/13/13	Mon 12/30/13	258FF	PM[3%]	
261	Project overview	2	102 hrs	212.5 days	Thu 3/7/13	Mon 12/30/13	258FF	PM[6%]	

Project: Pro Forma Project Plan Date: Thu 10/18/12	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
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	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

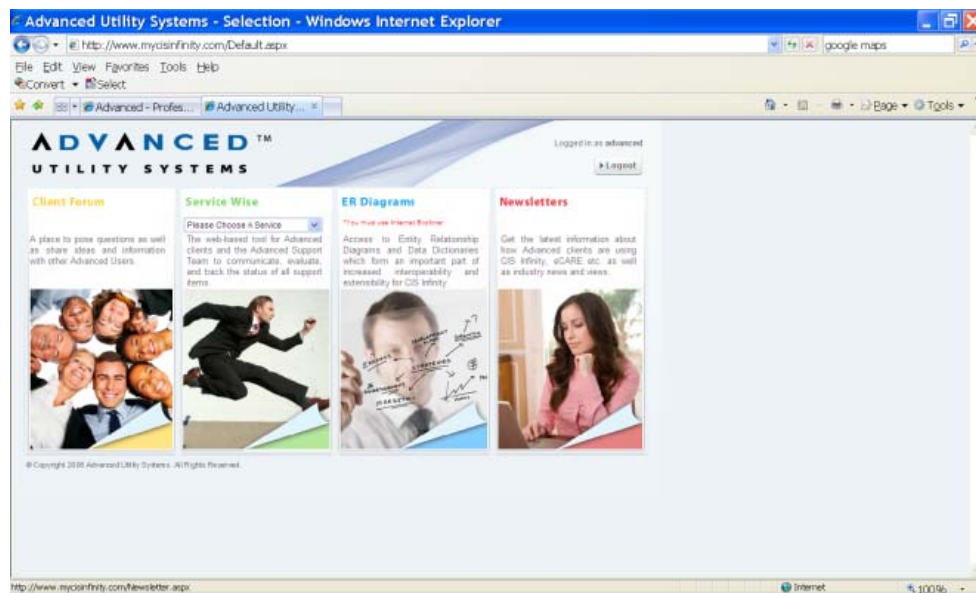
## 5. Warranty/Maintenance

Advanced provides one level of support which is 24 x 7 service through an emergency hotline. Normal hours of business are Monday to Friday 8:00 AM to 8:00 PM (EST). A toll free number is provided. Support is renewed annually and is due on the anniversary date of the support agreement.

The following list highlights what the support and maintenance program includes:

- Access to your own Support Web page.
- Access to Support Knowledge Base via the Web.
- Access to Frequently Asked Questions (FAQ's) page via the Web.
- Access to useful Advanced Searches via the Web.
- Access to Build Logs and Build Downloads via the Web.
- Access to the Support Department via the Web, e-mail, fax, and 1-800 (Support Hot Line).
- Software for Life
- Guaranteed Support on your existing applications for life
- Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free eSupport access 24 x 7 with the following on-line benefits:
  - Log & close calls
  - View & update calls
  - Update contact information
  - Access published documentation
  - Access available downloads
  - Access Support knowledge base
  - Participate in Discussion Forums
  - Report on metrics
  - Standard software releases and updates
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may exist depending on scope)
  - Payroll regulated changes
  - Participation in BETA program

- Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
- Quarterly Newsletter with support tips
- Technical support bulletins
- Communication on new products and services
- On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Outstanding Calls Report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)
- Access to **mycisinfinity.com**, an online community where Advanced users can interact, get customer support services and read the quarterly Advanced client newsletter



- Regular updates issued to users regarding the status of your support items and the option of having them posted on your Web page.

In addition, Advanced periodically releases new versions of the CIS Infinity software, which the City will receive as part of the support and maintenance package – you will not have to pay to keep your software current. The Advanced software upgrade policy has been designed to give our clients the maximum flexibility to manage change, add new features as necessary, and control costs.

Updates and Upgrades are provided to all clients to encourage our users to run the most recent version, which improves the ability of Advanced to provide support. Clients are not required to install the new software, but in general they do take advantage of the improved features, performance, and reliability that come with new software releases.

Upgrades are major releases, including major new functionality. Major new features may be “turned on” or “turned off” via control files. This ensures that clients are not forced to use functionality that is not relevant to them. Some new features may require set-up or training, and in some cases this will require the services of the team at Advanced. These services are billed at market rates.

Updates are more minor releases, including bug fixes, performance improvements and client-specific modifications. Generally updates do not require training or set-up hours from Advanced.

Upgrades or “Builds” are released quarterly and are downloaded from the Advanced Web/FTP site. Between builds, executables may be issued to meet client needs. Version changes occur approximately every three to five years. All enhancements and Version changes are accompanied with full documentation. Client specific modifications are built into CIS Infinity and scheduled as a part of the Update and Upgrade process.

The standard warranty period is twelve months from the date of software installation.



## 6. Price Proposal

The following pages provide costs for the license, implementation and support of CIS Infinity. Optional product costs are also noted separately below. Changes might be required once Advanced has performed a thorough assessment, and as more information becomes available. **Our goal is to work with the City to establish a project plan and budget that aligns with the City's interests to support an on-time and on-budget successful implementation of CIS Infinity.**

CIS Infinity Costs		
Item	Unit	Cost
<b>Licenses</b>		
Concurrent User Licenses	10 @ \$3,500 ea	\$35,000
Server License	1	\$50,000
<b>License Subtotal</b>		<b>\$85,000</b>
<b>Professional Services</b>		
Conversion	400 @ 150/hr	\$60,000
Discovery	160 @ 150/hr	\$24,000
Implementation and Configuration	1100 @ 150/hr	\$165,000
Training	400 @ 150/hr	\$60,000
Project Management	400 @ 150/hr	\$60,000
Post Live Onsite Support	160 @ 150/hr	\$24,000
<b>PS Subtotal</b>		<b>\$393,000</b>
<b>Total License and Services</b>		<b>\$478,000</b>
<b>Other Costs</b>		
Interface Cost Estimate	100 hours	\$15,000
Annual Support and Maintenance	1 <sup>st</sup> year	\$21,250
Estimated Travel Expenses		\$78,000

Additional Module Costs - Optional		
Item	Unit	Cost
<b>Infinity.Link</b> <i>customer web portal online</i>		
Licenses	Site License	\$40,000
Professional Services	150 @ 150/hr	\$22,500
Annual Maintenance	1	\$10,000
<b>Infinity.Mobile</b> <i>mobile service orders</i>		
Licenses	Site License	\$30,000
Professional Services	100 @ 150/hr	\$15,000
Annual Maintenance	1	\$10,000
<b>Infinity.eXpress</b> <i>portable payment kiosks</i>		
Licenses	Site License	\$5,000
Hardware	1	\$2,000
Professional Services	Fixed Rate	\$3,000
Annual Maintenance	1	\$1,250

<b>Infinity.CreditCheck</b> <i>Real Time Credit Bureau Account Access</i>	1	\$5,125
<b>Infinity.Teleconnect</b> <i>TeleWorks Interactive Voice Response and interface to CIS. Hosted IVR.</i>	1	TBD upon request for pricing

## CIS Infinity Cost Narrative

### Conversion

Item
<ul style="list-style-type: none"> <li>• Diagnose existing system <ul style="list-style-type: none"> <li>c) Determine what data is available</li> <li>b) Determine what data is not available</li> <li>a) Determine what data can be trusted</li> </ul> </li> <li>• Map data fields from the existing system to new system</li> <li>• Programming/testing of conversion code</li> <li>• Correct exceptions and problems in conversion code identified through testing</li> <li>• Perform ongoing conversions and ensure data mapping is correct</li> </ul>

### Installation and Configuration

Item
<ul style="list-style-type: none"> <li>• Install Server Software</li> <li>• Install Client Software</li> <li>• Initial configuration of control files</li> <li>• Test all processes with installed settings</li> <li>• Support client testing of CIS Infinity processes through soft and hard parallel</li> <li>• Configuration of bill print and delinquency notices</li> </ul>

### Discovery

The Discovery workshops occur before Core Team Training. The functional areas and interfaces that are examined are those identified in the Initiation / Project Start-Up Phase. The Discovery Workshops occur during the Design phase of the project. There are several weeks of Discovery workshops; they are conducted as a two-person team, on site, to fully evaluate the existing and the 'to-be' business processes for the City.

Discovery workshops enable the Client to determine their new, best practice business processes through CIS Infinity. Significant organizational changes come from the development of new processes. Documenting those changes and communicating them clearly is critical to the successful adoption of the new processes by all of the users.

During the Discovery process, new business process flows will be documented using existing workflows as a reference point and a tool to improve communication in the workshops.

The Business Process Review deliverable is a document containing clearly organized business process information for using CIS Infinity. This document is critical to the rest of the project; the appropriate emphasis must be placed on team participation in the Discovery workshops. The Discovery document will contain detailed business process flow descriptions, business process flow diagrams, and configuration and conversion information for the new CIS Infinity system. This document is a key input to several parts of the project: system configuration, system conversion, End User Training, and Testing. The more clearly the new processes are understood and communicated, the fewer negative and uncertain feelings will pervade the Client environment.

### **Training**

Advanced will develop a customized training plan prior to offering hands-on training to small groups of users based on their job requirements and level of experience. For convenience, minimal disruption, and best results, CIS Infinity training will be conducted at your premises using your data.

### **Project Management**

A project manager's primary role is to be a facilitator with the goal being to ensure that a project is completed on time, within budget, and according to the requirements.

- Primary point of contact for all project-related communications
- Plan development, execution and adjustments, as necessary
- Coordination of all project activities
- Resource planning and scheduling
- Relationship Management

### **Travel Expenses**

Travel and living expenses for the implementation of the CIS system are a pass through cost, billed as incurred. Estimated expenses include airfare, lodging, rental car and insurance, taxi, parking fees and per diem meals.

### **Annual Support and Maintenance**

Support and Maintenance Services are priced as a percentage of server and user licenses as well as any modifications, interfaces and custom reports. Support is available seven days a week, 24-hours a day, commencing after the conclusion of a three-month warranty period.

## **SUPPORT AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT** made as of the 9<sup>th</sup> day of July, 2013.

**BETWEEN:**

**N. HARRIS COMPUTER CORPORATION**  
("Harris")

- and -

**CITY OF GRAND ISLAND**  
("Organization")

### **RECITALS**

1. Harris owns the Software which has been licensed to Organization pursuant to a Software License Agreement;
2. The Organization wishes to receive support and maintenance services related to the Software;
3. Harris shall provide the support and maintenance services related to the Software;
4. The Organization and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

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

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and Organization.
3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the Organization will establish auto remote access procedures compatible with

Harris's then current practices which may be revised over time.

4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date"). 50% of the annual Support and Maintenance Fee is due upon initial installation of CIS Infinity, and the remaining 50% of the annual Support and Maintenance Fee is due upon Go Live of CIS Infinity.
5. In consideration for the support services specified in Section 2, Organization shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. The Support and Maintenance Fee will be billed annually in advance beginning on the Start Date and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to the terms in Exhibit 1 herein and in relation to each renewal term but Organization shall only be billed once per year.
6. In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:
  - (a) courier services, photocopying, faxing, long distance phone calls and reproduction services,
  - (b) all reasonable travel costs including airfare, accommodation and rental charges, and each individual's travel time billing rate of \$75.00/hour, meal expenses of not more than \$50.00 per diem and a \$100 per diem for weekend days (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines,
  - (c) and all other reasonable expenses incurred in the performance of Harris's duties hereunder.

Harris may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Harris.
7. Harris shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.
9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by Organization and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.
10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement shall automatically renew on an annual basis, unless terminated by either party upon giving to the other not less than 90 days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.
11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
12. Harris shall have the right to terminate this Support and Maintenance Agreement immediately if:
  - (a) Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement; or
  - (b) Organization has not paid an invoice at ninety (90) days of the start of a renewal term.
13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in

accordance with the provisions of the License Agreement.

14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization.
16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
17.
  - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
  - (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
  - (c) FOR BREACH OR DEFAULT BY HARRIS OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY HARRIS OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND HARRIS SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO HARRIS UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
  - (d) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL HARRIS BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY

THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HARRIS SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.

- (e) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.
18. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
  19. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
  20. The Organization may, at Organization's option, enter into an escrow arrangement with Harris. Upon the Organization's request:
    - (i) Organization shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").
    - (ii) By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".
  21. This Support and Maintenance Agreement shall be governed by the laws of the State of Nebraska applicable therein.
  22. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement.



23. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
24. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
25. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

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

**N. HARRIS COMPUTER CORPORATION**

Per: \_\_\_\_\_

Name: Peter Fanous

Title: Executive Vice President

Per: \_\_\_\_\_

Name: Aviva Cohen

Title: Vice President, Finance

**[ORGANIZATION NAME]**

Per: \_\_\_\_\_

Name: Jay Vavricek

Title: Mayor

## Schedule “A”

### Escrow Terms

Where the Organization has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

- (a) Harris and Lincoln-Parry (the “**Escrow Agent**”) have entered into an escrow agreement (the “**Escrow Agreement**”). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The Organization has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Organization has completed the Escrow Arrangement document. Harris agrees that if an “Event of Default” occurs, then the Organization shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the Organization’s demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.
- (c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.
- (d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Organization.
- (e) The termination of the Support and Maintenance Agreement shall immediately end the Organization’s rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.
- (f) This Schedule “A” shall form part of the Support and Maintenance Agreement

only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the Organization of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

**Exhibit 1**  
**Annual Support and Maintenance Fee**

Year 1 Total Support and Maintenance Fees: \$61,250

Summary of Fees:

CIS Infinity: \$51,250

Infinity.Link: \$10,000

The fees for years two (2) thru five (5) of this agreement will increase yearly at a rate not to exceed five percent (5%) per year.

## **Exhibit 2**

### **Standard Support and Maintenance Services – Standard Guidelines**

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

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

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

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

## **Help Desk Hours**

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

## **Response Times**

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

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

## **Call Priorities**

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

### **Priority 1 – High**

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

### **Priority 2 - Medium**

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

### **Priority 3 - Low**

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

### **Call Process**

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

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



immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

### **Escalation Process**

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

**Level 1:** Contact the support representative working on your issue

**Level 2:** Contact the support supervisor or group lead

**Level 3:** Contact the Director of Support

**Level 4:** Contact the Vice President of Operations

**Level 5:** Contact the Executive Vice President

### **Holiday Schedule**

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

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

## **Billable Support Services**

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

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services ( PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

## **Test Databases and Environments**

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

## **Connection Methods**

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

RESOLUTION 2013-227

WHEREAS, the Finance Department issued a Request for Proposal for third party software for the utility billing, collection and customer information system of Electric, Water, and Sanitary Sewer service for the City of Grand Island service area.; and

WHEREAS, this utility billing, collection and customer information system will replace the current 33 year plus software computer system; and

WHEREAS, the review team has recommended the purchase of software products from Advance Utility Systems and the CIS Infinity software solution, a division of N. Harris Computer Corporation in the amount of \$932,500; and

WHEREAS, the Support and Maintenance Agreement for years two through five will not exceed a 5% annual increase each year; and

WHEREAS, the Contract Agreement, Software License Agreement, Support Implementation Services Agreement and Support and Maintenance Agreement have been reviewed and approved by the City Attorney's office.

THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Contract Agreement, Software License Agreement, Support Implementation Services Agreement and Support and Maintenance Agreement to be paid in the amount of \$932,500 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 09, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item I-3

### **#2013--228 - Consideration of Removal of City Attorney**

Staff Contact: Mayor Jay Vavricek

# **Council Agenda Memo**

**From:** Jay Vavricek, Mayor  
**Meeting:** July 9, 2013  
**Subject:** Consideration of Removal of City Attorney  
**Item #:** I-3  
**Presenter(s):** Jay Vavricek, Mayor

## **Background**

The employment of the City Attorney is not bound with any terms of an employment contract; it is subject only to removal by the Mayor and Council approval pursuant to Grand Island City Code §2-30. Due to a general breakdown in the relationship between the City Attorney, Mayor and Council as indicated by his refusal to abide by Council directive, the Mayor has removed City Attorney Robert Sivick pursuant to Grand Island City Code.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Postpone the issue to future date
3. Take no action on the issue

## **Recommendation**

With respect to Council authority, the Mayor recommends that Council approve the removal of City Attorney Robert Sivick.

## **Sample Motion**

Move to approve the resolution approving the removal of City Attorney Robert Sivick.

## **§2-17. Mayor; Additional Powers; Duties**

In addition to the foregoing powers and duties, the mayor shall:

(1) Appoint and remove, with approval of the city council, all statutory officials; appoint with the approval of the city council, the Police Chief and the Fire Chief; appoint, remove, correct, or discipline all other hired officials and subordinate employees in the departments in both the classified and unclassified service, which appointments shall be upon merit and fitness alone pursuant to the personnel rules, and in the classified service all appointments and removals shall be subject to civil service requirements.

(2) Appoint all members of advisory boards, commissions, and committees established by ordinance or action of the council, subject to council approval.

(3) Have the power to grant reprieves and pardons for all offenses arising under the ordinances of the city after conviction to remit fines and forfeitures.

Amended by Ordinance No. 9389, effective 07/17/2012

## **2-30. Officers; Appointive**

The following shall constitute the statutory officers of the City of Grand Island which shall be appointed by the mayor and approved by the council. These officers shall hold office until the end of the mayor's term and until their successors are appointed and qualified. These appointive officers may be removed at any time by the mayor, with the approval of a majority of the council:

City Administrator

City Attorney

City Clerk

City Engineer / Public Works Director

City Treasurer / Finance Director

## **§2-40. City Attorney; Duties; Compensation**

The office of city attorney is hereby created, which office shall constitute a full-time obligation upon the individual so appointed. The city attorney shall be appointed by the mayor, with the approval of a majority of the city council.

The city attorney shall be the legal advisor of the council and city officers. The city attorney shall commence, prosecute, and defend all suits and actions necessary to be commenced, prosecuted, or defended on behalf of the City, or that may be ordered by the council. The city attorney shall attend meetings of the council and give an opinion upon any matters submitted by the council, either orally or in writing, as may be required. The city attorney may hire outside counsel on matters in which the city attorney lacks expertise or in which the city attorney has a conflict of interest.

The salary of the city attorney shall be fixed by ordinance.

## **§20-13. Nuisances Generally Defined**

A nuisance consists in doing any unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

(A) Violates any provision of this Code or any ordinances of the City of Grand Island or statute of the State of Nebraska which is consistently repeated or of a continuous and ongoing nature, if uncorrected.

(B) Is an act or thing done, made, permitted, allowed, or conducted on any property, public or private, by any person, firm, or corporation, their agents or servants, detrimental to the health, or to the damage or injury of any of the inhabitants of the City.

(C) Is offensive to the senses.

(D) Unlawfully interferes with, obstructs, tends to obstruct or renders dangerous for passage any stream, public park, parkway, square, street, or highway in the City.

(E) In any way renders other persons insecure in life or the use of property.

(F) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of the property of others.

Amended by Ordinance No. 8936, effective 10-13-2004

#### **§20-13.1. Nuisances; Specifically Defined**

The maintaining, using, placing, depositing, leaving or permitting of any of the following specific acts, omissions, places, conditions, and things are hereby declared to be nuisances:

(A) Any odorous, putrid, unsound or unwholesome grain, meat, feathers, vegetable matter, or the whole or any part of any dead animal, fish, or fowl.

(B) Privies, vaults, cesspools, dumps, pits or like places which are not securely protected from flies or rats, or which are foul or malodorous.

(C) Filthy, littered or trash-covered cellars, houseyards, barnyards, stable-yards, factory-yards, mill yards, vacant areas in rear of stores, granaries, vacant lots, houses, buildings, or premises.

(D) Stockpiling animal manure in a manner that causes an abundance of flies, malodorous conditions or creates other health concerns, or which is kept or handled in violation of any ordinance of the City.

(E) Liquid household waste, human excreta, garbage, butcher's trimmings and offal, parts of fish or any waste vegetable or animal matter in any quantity; provided, nothing herein contained shall prevent the temporary retention of waste in receptacles in a manner approved by the health officer of the Central District Health Department, nor the dumping of non-putrefying waste in a place and manner approved by the health officer.

(F) Tin cans, bottles, glass, cans, ashes, small pieces of scrap iron, wire metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster, and all trash or abandoned material, unless the same be kept in covered bins or galvanized iron receptacles.

(G) Trash, litter, rags, accumulations of barrels, boxes, crates, packing crates, mattresses, bedding, used furniture, used appliances, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, old automobiles or parts thereof, or any other waste materials when any of said articles or materials create a condition in which flies or rats may breed or multiply, or which may be a fire danger.

(H) Any unsightly building, billboard, or other structure, or any old, abandoned or partially destroyed building or structure or any building or structure commenced and left unfinished, which said buildings, billboards or other structures are either a fire hazard or a menace to the public health or safety.

(I) All places used or maintained as junk yards, or dumping grounds, or for the wrecking and dissembling of automobiles, trucks, tractors, or machinery of any kind, or for the storing or leaving of worn-out, wrecked or abandoned automobiles, trucks, tractors, or machinery of any kind, or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or buildings or by other persons.

(J) Stagnant water permitted or maintained on any lot or piece of ground.

(K) All other things specifically designated as nuisances elsewhere in this Code.

**§20-14. Maintenance of Nuisance Unlawful**

It shall be unlawful for any person to maintain a nuisance whether on said person's property, or on public property.

**§20-15. Procedure for Abatement of Nuisances**

If the owner, occupant, or agent in charge of any lot, building, or other premises, or the person responsible for the maintenance of a nuisance fails to abate said nuisance ten (10) days after a notice to abate has been mailed by ordinary first class mail and certified mail, return receipt requested, to the last known address of such person or persons, the city attorney's office may, with the consent of the mayor, bring legal action to obtain abatement of the nuisance.

In the event legal action to abate a nuisance is commenced on behalf of the City of Grand Island, the City Attorney shall request that the Court enter such order as is appropriate to expeditiously and completely abate said nuisance and that said order be of a continuing nature, permanently enjoining the defendant from continuing, maintaining, renewing or restoring said nuisance on said persons property or public property and entering a judgment against the defendant(s) for the costs incurred by the City of Grand Island in abating said nuisance conditions.

Amended by Ordinance No. 8936, effective 10-13-2004

Amended by Ordinance No. 8960, effective 3-9-2005

Amended by Ordinance No. 8990, effective 8-10-2005



RESOLUTION 2013-228

WHEREAS, pursuant to Grand Island City Code § 2-30, the City Attorney may be removed at any time by the Mayor with the approval of the majority of the City Council; and

WHEREAS, due to a general breakdown in the relationship between the City Attorney, Mayor and Council as indicated by his refusal to abide by Council directive, the Mayor has removed City Attorney Robert Sivick pursuant to Grand Island City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Robert Sivick be removed as City Attorney.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 8, 2013	▣ City Attorney



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item J-1

**Approving Payment of Claims for the Period of June 26, 2013 through July 9, 2013 for a total amount of \$4,301,109.72. A MOTION is in order.**

Staff Contact: Jaye Monter



# City of Grand Island

Tuesday, July 9, 2013

Council Session

## Item X-1

### **Strategy Session with Respect to Collective Bargaining with Fraternal Order of Police (FOP) Lodge No. 24**

*The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:*

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
  - a. collective bargaining,*
  - b. real estate purchases,*
  - c. pending litigation, or*
  - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Brenda Sutherland