



**EL DORADO CITY COMMISSION - WORK SESSION AGENDA
CITY HALL – 220 E. FIRST AVENUE
August 2, 2023 - 5:30 PM**

Work Session Discussion Items:

- a. Budget Discussion
- b. Sales Tax Question
- c. Social Media Policy
- d. Proclamation Policy

Regular Agenda Preview:

- a. Items to be Placed on the Consent Agenda
 - i. City Commission Meeting Minutes from Special City Commission Meeting Minutes from July 12, 2023, June 17, 2023, and City Commission Work Session on August 2, 2023.
 - ii. Standard Traffic Ordinance and Uniform Public Offense Code
 - iii. Professional Services Agreement for City Attorney
 - iv. Public Utilities Asset Management Software
- b. Items to be Placed on the Regular Agenda
 - i. El Dorado Plaza CID
 - ii. Amendments to Taxable Industrial Revenue Bonds
 - iii. First Amendment to the Installment Contract for Deed with Prairie Trails Golf, LLC, dated December 11, 2020

Reports:

- a. City Commission Reports
- b. City Manager Report



City of El Dorado 2024 Budget

August 2, 2023



Financial Structure

In municipal budgeting, revenues and expenditures are broken down into two classifications.

OPERATIONAL Governmental

General Fund, Bond & Interest Fund

- Tax and Fee Supported
- Benefit All

Special Revenue Funds

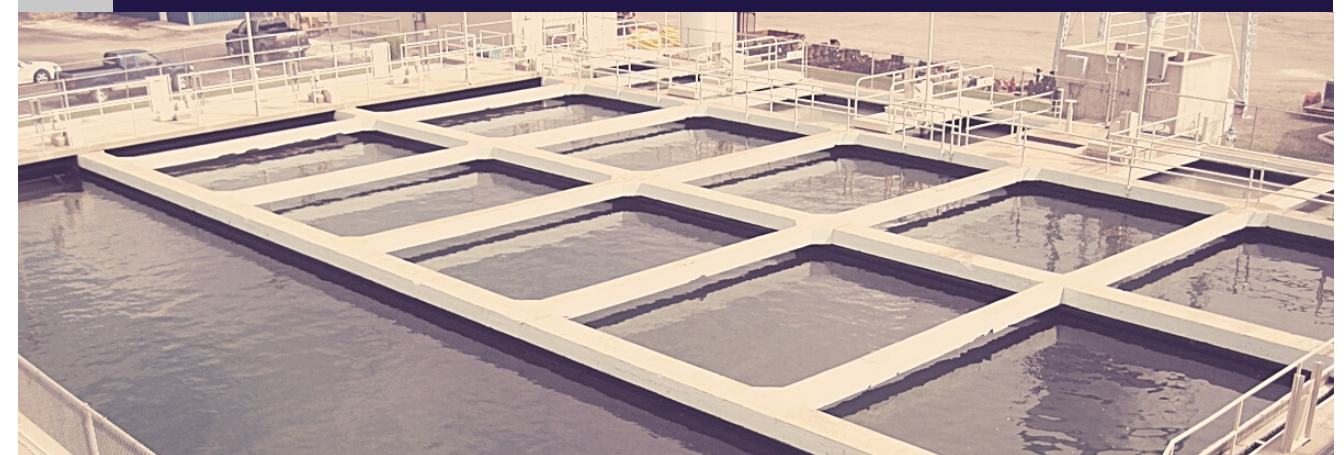
- Specific Use



ENTERPRISE Business-Type

Water, Sewer, Refuse

- Utilities
- Self-Funded by User Fees
- Business Model



Municipal Service Delivery



Maintaining Services

The Municipal Cost Index shows that operational costs may be cooling, although the index remains stressed showing average prices increasing 3% compared to 12% a year ago.



“Enhanced” Services

Improving service delivery often requires additional resources. Are there specific priorities the City Commission wishes to allocate resources?



Modifying Services

Are there services that should change to reflect the needs and priorities of the community?

Water Utility

Key Revenues

- Projecting revenues of \$4.73 million compared to actual revenues of \$4.51 million in 2022.

Domestic Sales (\$2.59 million; 55%)

- Inside City: \$1.9 million
- Rural Water Districts: \$649,640

Raw Water Sales (\$1.06 million; 22%)

- HF Sinclair: \$858,590
- City of Augusta: \$201,400

Readiness-to-Serve Fees (\$838,205; 18%)

Water Utility

Key Expenditures

- Projecting expenses of \$4.20 million compared to expenses of \$4.25 million in 2022.
- Projecting carryover balance of \$531,431.

Water Treatment (\$1.25 million)

- Salaries & benefits at \$380,938.
- Plant maintenance at \$228,000.
- Chemicals and lab supplies at \$186,000.
- Utilities at \$175,000.

Water Distribution (\$1.23 million)

- Distribution system improvements at \$450,000.
- Salaries & benefits at \$576,315.

Water Utility

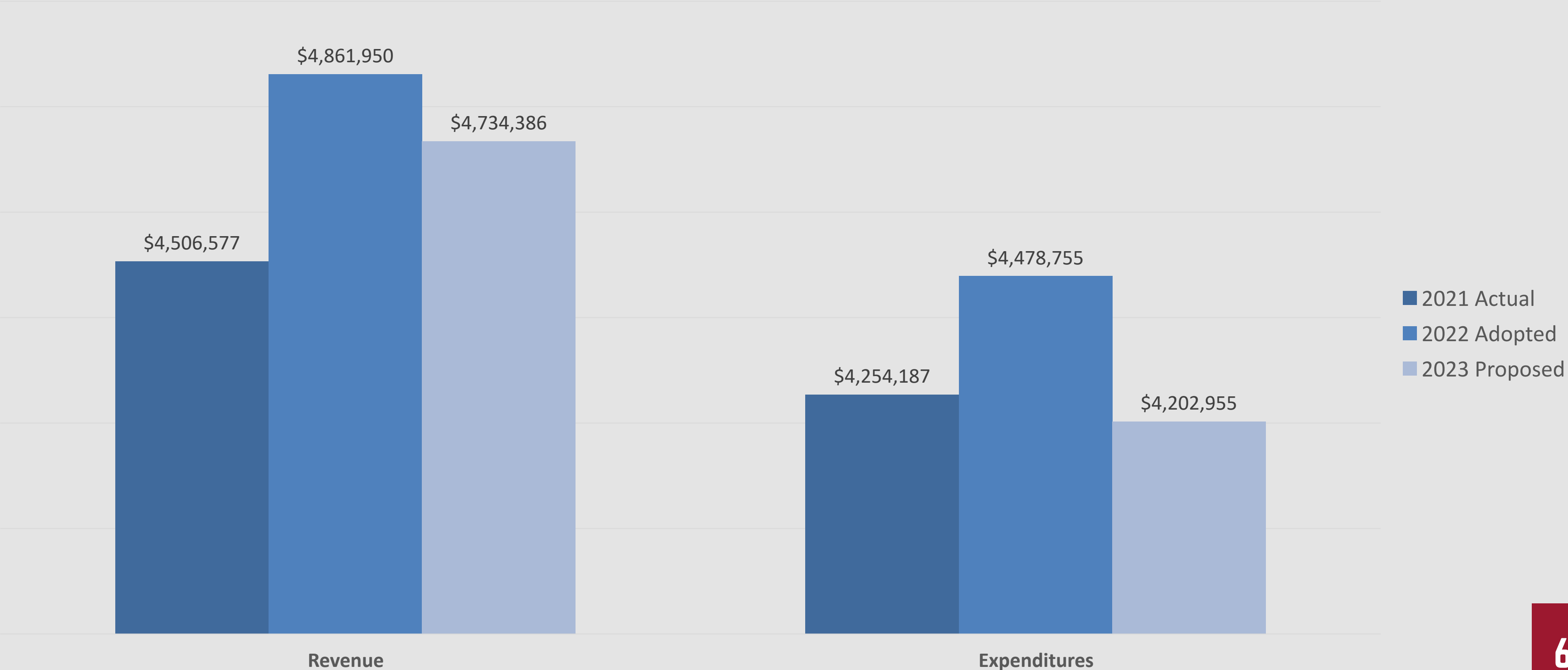
Supply (\$630,875)

- Lake Debt Reserve at \$360,000.
- Lake Operations & Maintenance at \$220,875.
- Nutrient Trading Program at \$50,000.

Administration (\$1.48 million)

- Internal transfers at \$896,140 (equal to about 8.4 mills)
- Debt Service of \$221,040.

Water Utility



Sewer Utility

Key Revenues

- Projecting revenues of \$2.92 million compared to actual revenues of \$2.79 million in 2022.

Domestic Sales (\$1.2 million; 40%)

- Projecting a 5% rate increase for 2024.

Readiness-to-Serve Fees (\$1.07 million; 37%)

Bulk Sales (\$508,565; 18%)

Sewer Utility

Key Expenditures

- Projecting expenses of \$2.87 million compared to expenses of \$2.83 million in 2022.
- Projecting carryover balance of \$41,978.

Sewer Treatment (\$878,100)

- Salaries & benefits at \$371,003.
- Plant maintenance at \$88,000.
- Chemicals and lab supplies at \$45,000.
- Utilities at \$250,000.

Sewer Collection (\$602,860)

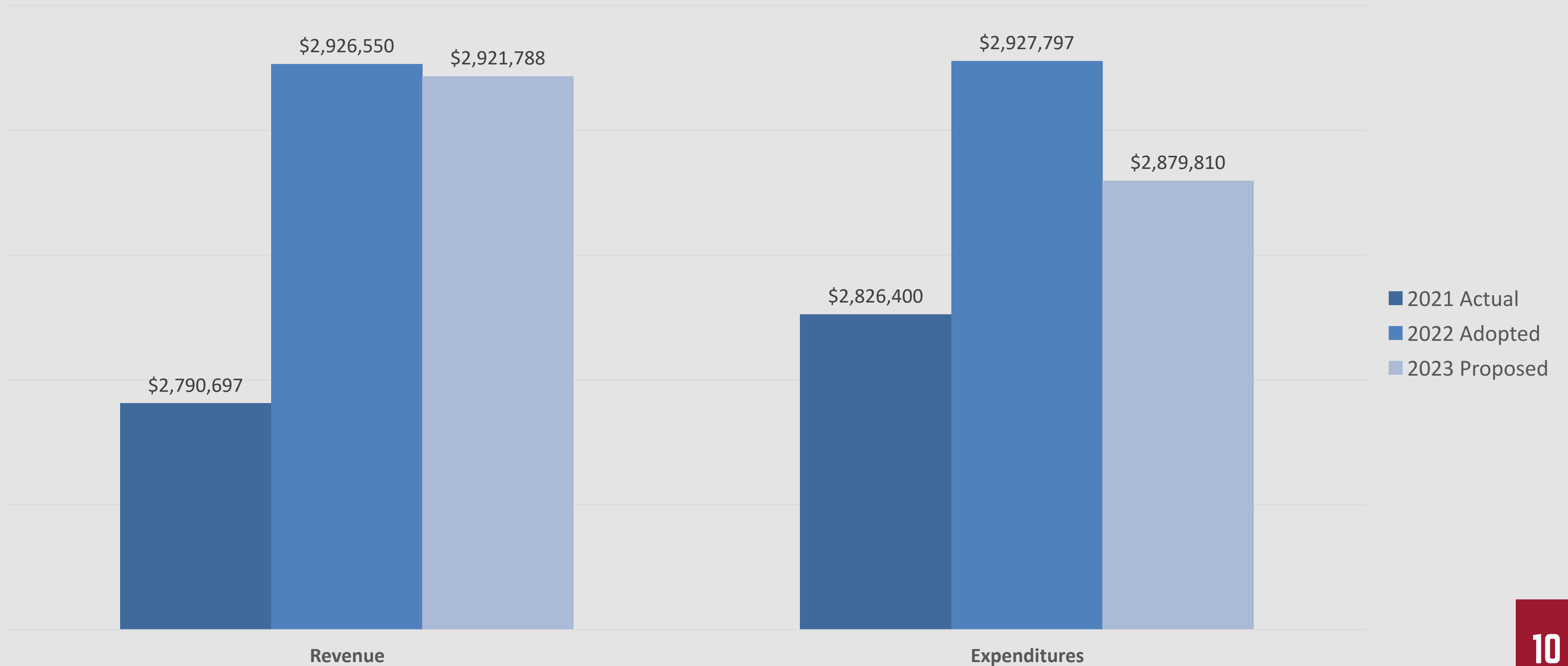
- Distribution system improvements at \$254,000.
- Salaries & benefits at \$208,210.

Sewer Utility

Administration (\$1.4 million)

- Internal transfers at \$339,484 (equal to about 3.2 mills).
- Debt Service of \$875,458.

Sewer Utility



Refuse Fund

Key Revenues

- Projecting revenues of \$1.7 million compared to revenues of \$1.6 million in 2022.

Domestic Sales (\$1.06 million; 57%)

- Projecting domestic rate increase of 12%.

Commercial Sales (\$504,000; 27%)

- Projecting commercial rate increase of 10%.

Industrial Sales (\$275,000; 16%)

- Projecting industrial rate increase of 10%.

Refuse

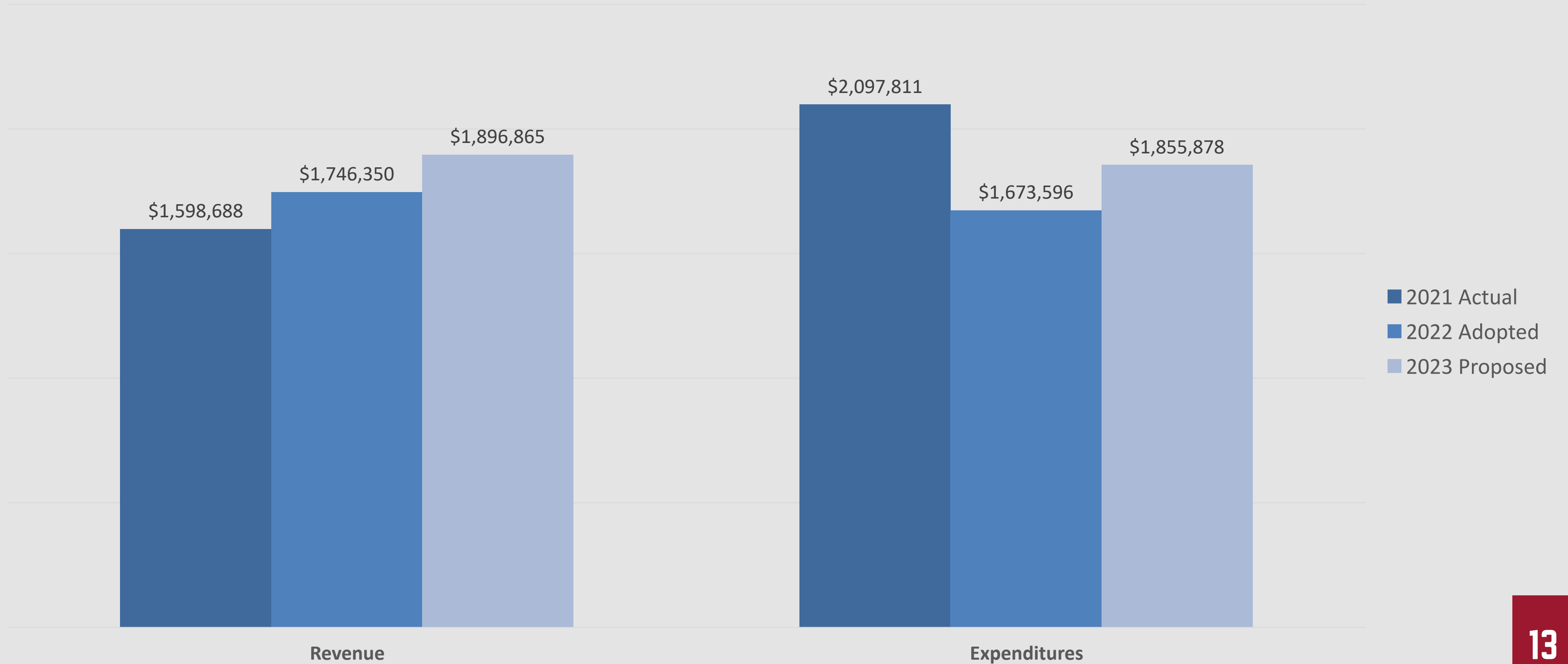
Key Expenditures

- Projecting expenses of \$1.85 million compared to expenses of \$2.1 million in 2022.
- Projecting carryover balance of \$40,987.

Refuse Division (\$1.85 million)

- Salaries & benefits at \$905,874.
- Internal transfers at \$287,300 (equal to about 2.7 mills).

Refuse



Compressed Natural Gas

Key Revenues

- Projecting revenues of \$23,500 compared to revenues of \$25,738 in 2022.

Internal Fuel Sales (\$18,000; 77%)

External Fuel Sales (\$5,000; 21%)

Key Expenditures

- Projecting expenses of \$36,590 compared to expenses of \$42,126 in 2022.
- Projected to end the year with a deficit of (\$13,090).

Compressed Natural Gas



Stormwater

Key Revenues (\$335,000)

- Projecting revenues of \$335,000 compared to actual revenues of \$340,468 in 2022.

Special Assessments (\$325,000; 97%)

Key Expenditures (\$216,676)

- Projecting expenses of \$216,676 compared to actual expenses of \$284,669 in 2022.
- Projecting carryover balance of \$118,324.
- Salaries & benefits at \$165,776.
- Internal transfers of \$20,000.

Stormwater



Experience El Dorado

Key Revenues

- Projecting revenues of \$282,200 compared to revenues of \$279,029 in 2022.

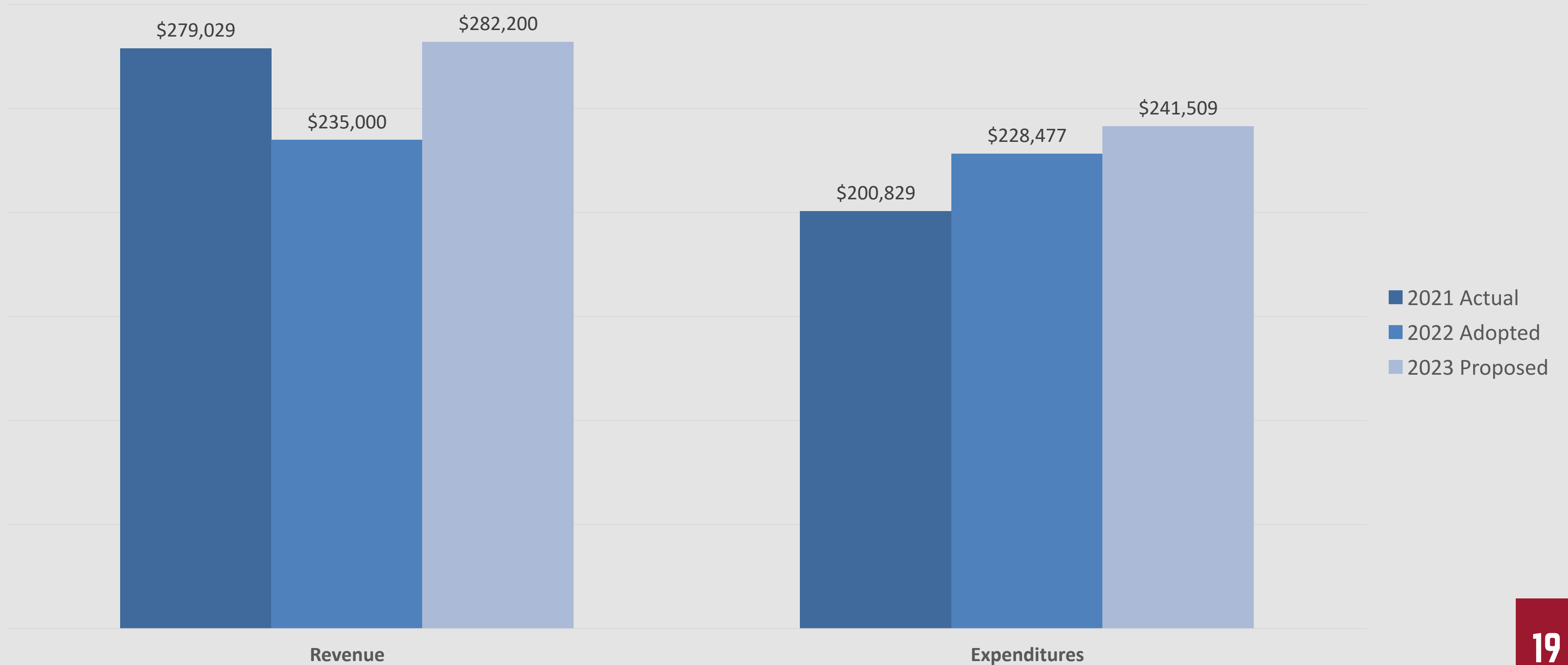
Transient Guest Taxes (\$240,000; 85%)

Event Revenue (\$25,000; 9%)

Key Expenditures

- Projecting expenses of \$241,509 compared to expenses of \$200,829 in 2022.
- Projecting carryover balance of \$40,690.
- Salaries & benefits at \$85,259.
- Marketing publications at \$15,000.

Experience El Dorado



Procedural Matters

- Budget discussions will continue over the next few weeks. These figures will likely change between now and the budget adoption.
- Staff will notify the Butler Times-Gazette of the upcoming budget hearing scheduled for August 20.
- Projected rate increases will be reviewed closer to the end of the year to determine if changes are necessary. Increasing enterprise rates does not affect the Revenue Neutral Rate or the mill levy since these funds are not supported by the mill levy.
- Changes to enterprise rates may occur at any time, subject to the approval of the City Commission.

Questions?



TO: City Commission
FROM: Tabitha Sharp
SUBJ: Social Media Policy
DATE: August 2, 2023

Background:

The City of El Dorado has relied on best practices for social media over the years and referred to a policy for employees' social media use when needed. Recently it has become apparent that a policy is needed to govern our social media activities as an organization. Staff are proposing the attached policy.

Attachments:

1. City of El Dorado General Social Media Policy

Policy Issue:

The City Commission determines policy for the City of El Dorado and must decide on the proper policy for social media practices.

Fiscal Impact:

There is no fiscal impact to this policy.

Trade-offs:

Should the City Commission choose not to adopt a social media policy, it will become increasingly difficult to govern those individuals who post on our social media pages.

Staff Recommendation:

Approve the policy as presented.

Commission Action:

EL DORADO

K A N S A S

SOCIAL MEDIA PUBLISHING POLICY

The City of El Dorado uses social media as a method of communication to the citizens. Postings on these pages shall be limited to the following:

- City sponsored announcements, activities, groups or component units (e.g. Municipal Band, Bradford Memorial Library, El Dorado Senior Center).
- Other governmental units.

The Community calendar shall remain open for all groups to post according to the following:

- The event must be open to the public.
- The post cannot contain any language that would violate any terms of our social media comment policy.

SOCIAL MEDIA COMMENT POLICY

The City of El Dorado welcomes community engagement and feedback. The City of El Dorado's Comment Policy is that comments are subject to public disclosure and will be screened for the following:

- Comments that promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
- Defamatory statements, or any material contained in it, holds up an individual or groups of people to public ridicule, derision or embarrassment, or is libelous.
- Obscene or explicit comments or the use of vulgar, offensive, threatening or harassing language.
- Comments or any material that advocates or opposes a region or religious belief.
- Hateful or mean-spirited comments.
- Personal attacks, insults or threatening language.
- Plagiarized material, or material that violates intellectual property rights.
- Private, personal information published without consent.
- Commercial promotions or spam.
- Comments that are off-topic or that link to material that is off-topic.
- Comments that embed images from external sources.
- Comments that violate any law.

The City reserves the right to remove content that is deemed in violation of this policy or applicable law.

The City is not responsible for, and neither endorses nor opposes, comments placed on this site by visitors to the site. Any comments submitted to these pages are public records subject to disclosure, as are their lists of fans.

City social media sites are public record and are subject to the Kansas Open Records Act. For Public Records Act requests, please contact the City Clerk's office directly.

If you have any questions about our comments policies, please don't hesitate to ask. Comments will be screened periodically during standard business days.

TO: City Commission
FROM: Tabitha Sharp
SUBJ: Proclamation Policy
DATE: August 2, 2023

Background:

Like the social media practices, the City has relied on best practices to determine the presentation of proclamations. The goal of a proclamation is to recognize and celebrate the extraordinary achievements of local citizens and non-profit organizations, honor occasions of importance and significance and to increase public awareness of issues to improve the well-being of the citizens of El Dorado. In order to determine which proclamations should be issued and provide guidance to the public on how they should be submitted, staff are recommending adoption of a policy.

Attachments:

1. City of El Dorado Proclamation Policy

Policy Issue:

The City Commission determines policy for the City of El Dorado and must determine the best policy for issuing proclamations.

Fiscal Impact:

There is no fiscal impact associated with this policy.

Trade-offs:

Should the City Commission choose not to adopt the policy, we would continue to govern the issuance of proclamations with best practices, but would not have a policy to fall back on that allows us to approve or deny a proclamation.

Staff Recommendation:

Approve the proclamation policy as presented.

Commission Action:

EL DORADO

K A N S A S

One of the many functions of the City Commission is recognizing and honoring people, events, activities, organizations, issues, etc. through the issuance of formal proclamations. The goal of a proclamation is to honor occasions of importance and significance and increase public awareness of issues to improve the well-being of the citizens of El Dorado.

General Guidelines:

- Proclamations typically recognize a day, week or month and are issued no more than annually.
- A proclamation is a ceremonial document and are not legislation of the Commission. The issuance of a proclamation does not mean that the City of El Dorado endorses the group or project.
- Proclamations must have a local tie to the City of El Dorado.
- The request for proclamation must originate from a citizen of El Dorado or a department of the City.
- A draft proclamation may be edited or rewritten at the discretion of the Administration Department.
- Proclamations will not be issued for any of the following purposes:
 - People, events, or organizations with no direct relationship to El Dorado.
 - Advertising of for-profit purposes.
 - Positions on matters largely political in nature.
 - Promotion or denigration of specific ideological or religious beliefs, or that advocate violence or hatred.
 - Positions contrary to City Ordinances or Resolutions.

Requesting a Proclamation:

- Requests for a proclamation should be made at least four (4) weeks prior to the date requested.
- Requests can be made by e-mailing the City Clerk.
- A draft of the proclamation must be submitted with the request.
- An official copy of the proclamation may be issued by request either at the Commission meeting, via e-mail or mail. The requesting party must specify their preference as part of the request.

TO: City Commission
FROM: Jason Patty
SUBJ: Public Utilities Asset Management Software
DATE: August 2, 2023

Background:

As the city works towards a utility of the future framework, utilizing asset essential software combined with our GIS system is another tool we can use to evaluate our infrastructure and processes. Adding workflow to our daily operations will enhance our ability to track and follow up with our customers while also communicating internally with staff in regards to scheduling and prioritizing tasks.

Attachments:

1. Asset essentials software

Policy Issue:

The Commission must authorize the City Manager to sign the contract.

Fiscal Impact:

Year 1... 13,181.18
Year 2... 13,684.38
Year 3... 14,094.91
Year 4... 14,517.76
Year 5... 14,953.29

Trade-offs:

Continue the current practice of recording records on paper with manual follow up into GIS.

Staff Recommendation:

Accept the quote from Brightly Software Inc.

Commission Action:

Commissioner _____ moved to accept the recommendation.

Commissioner _____ seconded the motion.



PREPARED FOR

City of El Dorado ("Subscriber")

Jason Patty
Director of Utilities
220 E 1st Ave
El Dorado, KS 67042

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

June 12, 2023

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI
- Expiration date: 11/2/2024



Q-343288

Term: 53 months (08/01/2023 - 12/31/2027)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Professional Plus	8/1/2023	12/31/2023	12,870.00 Population	5,701.83 USD
- Treatment Plants Module	8/1/2023	12/31/2023		Included
- Water Distribution and Waste Water Collection Module	8/1/2023	12/31/2023		Included
- Dude Analytics	8/1/2023	12/31/2023		Included
- Asset Essentials Inventory	8/1/2023	12/31/2023		Included
3.0 Month(s) included at no additional cost on the first term 08/01/2023 - 10/31/2023				-3,428.55 USD
				Subtotal: 2,273.28 USD
Professional Services				
Item			Pricing Based On	Investment
Asset Essentials Professional Implementation with Consulting			12,870.00 Population	10,907.90 USD
				Subtotal: 10,907.90 USD
Total Initial Investment				13,181.18 USD

Pricing for the First Renewal Services Term is 70,934.73 USD





Subscription				
Item	Investment Year 2 Start Date: 01/01/2024	Investment Year 3 Start Date: 01/01/2025	Investment Year 4 Start Date: 01/01/2026	Investment Year 5 Start Date: 01/01/2027
Asset Essentials Professional Plus	13,684.38 USD	14,094.91 USD	14,517.76 USD	14,953.29 USD
- Treatment Plants Module	Included	Included	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included	Included	Included
- Dude Analytics	Included	Included	Included	Included
- Asset Essentials Inventory	Included	Included	Included	Included
Total:	13,684.38 USD	14,094.91 USD	14,517.76 USD	14,953.29 USD



Asset Essentials – Assets, GIS, and PM Schedules Implementation Consulting Package

Statement of Work

Purpose

Brightly's (Company) Asset Essentials is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient implementation and a faster ROI. This includes - meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. The following are ways in which this value is realized:

- Faster time to value: clients who leverage our focused consulting services see implementation time frames that are up to four times faster than clients who do not utilize our services.
- Expert data management: we work with client data every day and provide guidance on creating good data for reporting. In partnership, we will help clean up and import data for you, allowing you more time to focus on your daily operations, and not the one-time activities necessary to get your account configured effectively.
- Dedicated professional services: the partnership between you and your consultant will align Asset Essentials best practices, configuration and workflows to best meet your business needs. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to your new CMMS system.

Deliverables

- Project kick-off call with a Company Project Coordinator
- Determine specific maintenance related goals and objectives to drive the most effective Asset Essentials configuration to meet the client's current and future needs
- Determine and set-up appropriate workflows and drop-down lists
- Review, cleanse and import available user, location, asset, and scheduled PM data
- Establish integration with client GIS system, configure up to 10 client GIS layer syncs
- Assets, PMs and Corrective Work Order Processes
- Training for Admins, Leads and Full Users
- Go-Live Support for additional assistance during roll-out
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars – during and after implementation

Methodology and Approach



Brightly or a qualified Service Provider (Company Service Provider) will interview your key maintenance stakeholders to determine account configurations and settings. With over 12,000 clients successfully using our software, we understand the importance of understanding your goals, objectives, and current workflows, as well as the importance of getting to know your users. Your professional services implementation will begin with an Orientation Call with a dedicated Project Coordinator. Additional resources will help prepare you for your consulting time through access to a project collaboration tool (Financial Force Community) where a team of implementation specialists will help answer questions and provide access and recommendations for Virtual Classroom Training sessions. Once your data has been collected you will be ready to work with your assigned consultant to understand your workflow, cleanse and import your data, configure your account and offer user-role based software training sessions. Below are topics that will be discussed with your Company Service Provider:

- The primary reasons your organization began a CMMS search
- The ideal timeline for completion
- Business deadlines that drive this timeline
- Project team members who will be participating in the implementation, and their roles
- Internal champions for this project
- Sceptics that may require additional change management support
- Issues, barriers, or roadblocks that your organization experienced with previous software implementations
- Resolution of those issues for this implementation/conversion
- Aspects of AE planned for immediate use
- Aspects of AE planned for future use
- Aspects of AE planned not to be used

	Immediate use	Future use	Not planned
Mobile App			
Cost Centers/Budgets			
Connector Tool Integration			
Projects			
Parts and POs			
Capital Forecast/Predictor Core			
Citizen Portal			
Mobile profiles			
Map-based Work Orders			



GIS Asset Management					
PM scheduling and best practices					
AE Reporting					

Goals and Reporting

- Reports/information needed from Asset Essentials for who and how often
- Key maintenance metrics
- Overall goals of your maintenance department
- Goals/needs from Asset Essentials CMMS
- Measures of success for this implementation

Users

- Users who will use Asset Essentials
- Roles for each user
- Responsibilities of each role including unique responsibilities within common roles
- Permissions per role
- Requester access, usage and approval
- Specialized user needs
- Departments

Public Works Departments

- Multiple site(s)
- Facility layout –
- Parent-child Locations for Buildings and Rooms
- Identifying Building-type Locations
- Management/supervisory responsibilities by functional area
- Similarities/differences between facilities

Mapping:

- WO creation from Map
- Citizen Portal (requires OIDC in Gov, not available in Edu)
- Mobile Profiles (available to all clients in Gov, requires GIS in Edu)

GIS:

- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets

Assets

- Asset life cycle process within your operation



- Major types/categories of equipment
- Asset Parent-child relationships
- Meters used
- Key reporting needed to drive effective asset management

Maintenance Operations

- Maintenance department org chart/hierarchy
- Techs specialized or general or both
- Tech service areas (if applicable)
- Departments other than maintenance involved in Asset Essentials -
- What departments
- Type of involvement
- Contractors

Workflow

- WO workflow processes –
- Requests/Corrective WO's
- Determining factors for who gets assigned each corrective or PM WO
- Examples include Location, Work Category, Type, Status, Priority, etc.
- Steps in the process -
- Requester process
- Approval process, if required
- Assignment Process
- Completion requirements
- Mobile app usage
- PM's
- Assigned from PM to an individual or flow through a planner/supervisor
- Asset Essentials creates Location or Asset-based PMs
- Tasks Library
- Scheduling cycles and stacking groups
- Overall WO management
- Prioritization
- Daily/Weekly needs
- Cost Tracking
- Building Views
- WO Reporting

Go Live Support

- Begin using AE as your primary CMMS
- Provide internal support for basic usability questions
- Up to 4 weekly follow up sessions with your Implementation Specialist to review progress with rollout and user adoption.

Implementation Complete!



- Project Close
- Begin working with Company's Legendary Support Team (LST) for ongoing user questions

Sample consulting engagement

Our primary goal is to assist your team in their transition to a new solution. Through our interviews with key staff, we will identify your objectives to focus on during our stay. Below you'll find an example schedule of a typical consulting engagement. Time invested into each phase varies based on client need.

Discovery Phase

The discovery phase is typically a phone or web interview that typically lasts a couple of hours

- Interview maintenance and operations managers/supervisors, technicians, operators
- Overview of application with key stakeholders
- Define workflow and use-cases within the applications
- Discuss change management and strategy

Data Loading and Configuration

Preparing Data is a key component of the service and requires client input, but the consultant will take care of the rest!

- Data review of existing data from previous CMMS system or data sets
- Map current data into AE setup and format
- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets
- Determine priority of data load to meet use-cases
- Review data in AE and discuss data management

Use-case setup and PM training

Setup workflow to meet use-cases and begin PM training

- Refinements to configuration, workflow and data as needed
- Build workflow to meet agreed use-cases
- Refine Request/Work Order templates to capture required data
- Training on creating and maintaining PMs with application Admins and Supervisors

Hands-on User Training

User training sessions by user role or function and typically last up to 90 minutes for up to 10-15 users

- Train end users – supervisors, technicians and requestors
- Hands on training of reactive workflow with Supervisors
- Mobile or Desktop training available for most user roles

Evaluation



At the conclusion of the consulting service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the consulting service. Ongoing communication until the project is complete will be through your Financial Force Community project.

Post Enablement Support

After data is loaded, the account configured, and users are trained the system is ready to roll-out

- Support go-live – adjust configuration, provide additional training and data entry support
- Review aspects of AE planned for future use
- Define follow-up tasks and next steps
- Define Post Launch Support point of contact

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Company is not responsible for updating or making configuration changes to the client GIS data

Client Assumptions

- Configuration and data options may vary based on the version of Asset Essentials and the corresponding service level that was purchased.
- Client will have access to GIS system. *ArcGIS online Viewer licenses may be required.*
- Client will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)
- The client will schedule time for the appropriate resources to be available to the consultant for all scheduled consulting activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders. The client will also provide a dedicated room or area with adequate technology for a successful consulting service, including but not limited to monitor/projector, computers/tablets, quality phone connection, and wireless internet access.
- All key stakeholders who will take part in the goals and objectives and data portions of the consulting service have attended the recommended virtual classroom trainings prior to the service.
- Prior to the consulting service, the client will provide data for each record type in Excel or CSV format in one file and one sheet with one record and its associated information per row.
- If there is no existing Asset data, the consultant will guide the client to focus on safety and location-based PMs and inspections.



- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a \$500 rescheduling fee.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to

accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-343288 on any applicable purchase order and email to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-343288

April 12, 2023, 10:50:28 AM

Accepted by:

Printed Name

Signed Name

Title

Date

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

El Dorado here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and

managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 5-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

El Dorado	Population- 12,865
220 E. 1st Ave., El Dorado, KS 67042, US	Prepared by: Dan Phippen

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
<p>Public Works Package (Infrastructure)</p> <p>Package includes:</p> <ul style="list-style-type: none"> * Work Management * Sign Management * Pavement Management * Water Management * Sewer Management <ul style="list-style-type: none"> - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Set maintenance, inspection, and work order schedules - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - 3 scheduled reports - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap - Water Asset layers on OpenStreetMap (Hydrants, Lines, Valves.) - Sewer Asset layers on OpenStreetMap (Lines, Manholes, Pumps.) <p>GIS RestServices Public Works</p> <ul style="list-style-type: none"> - iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute data monthly: <p>Water Management Includes: hydrants, valves, and lines Sewer Management Includes: manholes, pumps, and lines Additional attribute data for each capital asset is \$500 annually.</p> <p><i>*Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour. \$250 to accommodate new configuration changes.</i></p> <p><i>* Available on any computer, tablet, or mobile device using Chrome</i></p>	<p>\$10,000</p>	<p>Annual</p>

leak layer
 LSLI
 customer complaint } 1,500 annually



browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage		
Citizen Engagement Package Package includes: *Citizen Engagement - Drive citizen satisfaction, streamline communication and reduce overhead costs with a public portal and a mobile application for Android and iOS. - Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal. - Includes premium data package (25mb file upload size and 100gb total storage).	\$5,000	Annual
Mobile Work Order Form - Web forms/links for employees to enter work orders - Includes 3 custom forms	Included	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$15,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$10,000	\$10,000	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$15,900	\$10,000	Year One

Grand Total Due Year 1	\$30,900	\$25,000	Year One Total
-------------------------------	----------------------------	-----------------	----------------

year 2-5 15,000 annually

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

Jason Patty

From: Michelle Linson
Sent: Thursday, June 22, 2023 11:52 AM
Cc: Jason Patty
Subject: RFP for Asset Software

We are soliciting bids for asset essentials software to coordinate with our GIS system to provide mapping and workflow options to support our daily operations.
We are seeking layer ability to track customer calls, water leak and sewer repairs, general maintenance work order requests, a user friendly dashboard, with a mobile application.
Lead service line inventory tracking would be an added bonus.

Please submit your availability to provide the above mentioned features along with pricing for the next 5 years by 12pm noon, June 29th, 2023.
The ability to add additional modules to accommodate fleet maintenance, etc. will also be considered.

Thank you for your consideration.

Michelle Linson
Public Utilities Administrative Assistant

EL DORADO
K A N S A S
City of El Dorado | 220 E. First | El Dorado, KS 67042
Office: (316) 322-4411

sent to:

SAM, LLC ⇒ no response
Brightly ⇒ quote \$14.3K yr Aug -> ytd 2-5
iWORQ ⇒ quote \$15 K yr Aug
Laser file ⇒ cannot accommodate mapping
My Gov ⇒ no response