

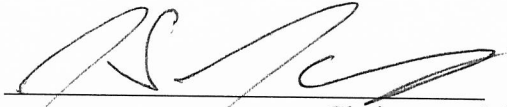
RESOLUTION NO. 2018-12

A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT APPROVING DELTA SYSTEMS TO PROVIDE CONTRACTING SERVICES TO IMPLEMENT AN IMPROVED STAKEHOLDER COMMUNICATION SYSTEM

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:


The Downtown Community Improvement District (the "District") hereby retains Delta Systems pursuant to the attached proposal executed this date by the Board of Directors of the District in the form attached hereto as Exhibit A.

Passed this 12th day of September 2017.


_____, Chairman of the Board of
Directors

(SEAL)

Attest:


_____, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2018-12**

Delta Systems Proposal



204 Corporate Lake Drive, Columbia, MO 65203 Phone: 573.442.9855 www.JustCallDelta.com

Proposal 2017-968

Constituent Communication Enhancement Proposal
Prepared for Downtown CID

Created: 09-05-2017

Confidential: To Be Distributed By Delta Systems Group Exclusively

This proposal is intended for use by Delta Systems Group and is for the sole purpose of reviewing the work proposed herein. The information contained within is confidential and proprietary information of Delta Systems Group. Distribution of this document or the information contained within to individuals or entities outside of Delta Systems Group without the express written permission of Delta Systems Group is strictly prohibited except where required by law.



II. GOALS & DELIVERABLES

Delta will work with the Downtown CID to research, revise and deploy a new constituent member database that supports expanded features and communication integrations to better serve the digital marketing efforts of the District.

This will entail close collaboration with Downtown CID staff to properly survey, develop and integrate the required deliverables indicated below...

NEW CONSTITUENT MEMBER DATABASE

Requirements:

- Developed to work with or inside the existing Wordpress Database architecture.
- Expanded fieldsets to support customized categories, groups and tags as determined by the Downtown CID.
- CSV Export Option for Data Portability to be used
- Online Enrollment support: Both businesses and CID personnel will be able to submit new records and edits via the Wordpress interface.
- MailChimp Integration: Membership database will provide a one-way sync with connected mailchimp account to clone over contact and custom variables (tags, groups, etc) used for segmentation.

MailChimp Configuration and Design:

- Configuration: Setup identify, API access and initial groups/segments to be utilized CID personnel.
- Template Design: Setup 2-3 basic communication designs to enable Downtown CID members to provide a cohesive communication protocol that supports MEMBER WELCOME, SAMPLE SURVEY and SAMPLE NEWSLETTER with appropriate brand identify and layouts

Additional deliverables and features enhancements that expand on the deliverables above may be requested during the course of this engagement from the Downtown CID.

In that scenario, Delta will provide a adjustments in writing as they pertain to budget and timeline to reflect the new deliverables and their impact to the project.



III. Components of this Effort

A. *Project Scoping and Discovery*

This usually includes, but is not limited to, review of client request and supporting documents, interviews with designated stakeholders, technical due diligence, hosting landscape analysis, and internal meetings and discussions.

B. *Project Specification Development*

This specification phase is intended to provide a blueprint that will be used to build/expand/improve/restructure the system and will help to provide a clear understanding of all project tasks, more focused and accurate estimates, and a roadmap for scheduling.

Delta will be happy to show and discuss other system specifications that have been developed in the past so as to get a better understanding of what deliverables could look like.

The specification will be presented for approval. Any revisions that are required will be made until accurately reflecting all work to be done as expected by the client. Once finalized and approved, an implementation estimate will be provided to develop the site.

C. *Graphical and User Interface Design*

Current user interface elements will be reviewed, rearranged, or removed to work to support the requested features. Some elements may drop out and other elements may be added.

Delta will provide a wireframe design as an initial starting point. Once this wireframe is approved, Delta will implement the user experience changes and will meet with the client to improve and fine tune these designs at the client's request up to 2 times after the initial designs are provided.

D. *Information Architecting*

A review of all data structures will be done so as to determine where information is appropriately fitting versus just being text/images entered directly into pages or posts. Some goals of additional architecting will be to provide an easier and more consistent way of maintaining site content (with a low learning curve) as well as better searching capabilities. Typically this involves the development of Custom Post Types.

Currently Delta does not expect to have to alter the information architecture of this website too much - this appears to be more of an expansion of features.

E. *Implementation*

Once the discovery has been completed, the project will be scheduled, developed, and implemented using the blueprint as a guide. This is where a majority of the work takes place.



Throughout the implementation process, key developers and managers will meet with the client on a regular basis (weekly). During these meetings, we will review recent work, check in on critical metrics including the project budget and timeline, and set priorities for the upcoming weeks.

In a typical project, early designs and specification documents will be revised heavily throughout the process as Delta and the client learn more about the project requirements and shift priorities to adapt to changing needs. These early documents, mockups and diagrams are not likely to be an accurate representation of the final product. They are a summary or snapshot of early discussions. Ideally, they will serve to accelerate initial development by providing an agreed upon jumping-off point and soon thereafter become obsolete.

To facilitate this agile approach to managing the project, we will document changes to the project plan following our regular meetings. If a change is likely to have a significant impact on either the budget or project timeline, Delta will make this clear and recommend adjustments to the scope or timeline in other areas. Any change that could impact a core requirement of the system (as enumerated in the previous section) will be discussed and documented.

IV. Timeline

Delta will be in contact with the client to plan out a timeline as we go through this discovery phase. The timeline will be based on scope, resources availability, client needs, and budget. This timeline will be revisited and revised during each client meeting during the discovery and implementation process. Scope and budget utilization will also be reviewed and revised during each of these client meetings.

At present, Delta estimates that the engagement as scoped in GOALS & DELIVERABLES will take approximately 3-6 weeks upon commencement of this contract. This timeline assumes that the client (Downtown CID) will provide timely (1-2 business days) feedback and content when needed throughout the production schedule.



IV. Additional Information

Browser Support

DELTA will be testing in and therefore supporting the site for use with:

- Internet Explorer 11.0.x
- Firefox (latest stable version)
- Chrome (latest stable version)
- Safari 6.0.x to current (Mac only)

If additional support is required for other versions of these or other specific browsers, DELTA will review those requests with the client since this will impact project cost and schedule.

Project Communication

The client will provide one individual who will act as DELTA's development liaison or partner during the project. This person will be DELTA's key contact on the client's side, will have a vision of the proposed project effort, and is good at managing follow-ups and including/coordinating with the necessary resources on the client's team.

DELTA will not be responsible for communication extending beyond the single point of contact but, at our sole discretion, may include others in project communication.

DELTA will treat the single point of contact as the decision maker for the project. Project requests will only be honored coming from that individual unless, at DELTA's sole discretion, exceptions or other arrangements have been made and agreed to by DELTA.

Should DELTA require additional information, process approval, request approval, etc., those will be communicated to the single point of contact for review.

The client development liaison must make timely decisions and deliver all project materials and content on the agreed schedule if the project milestones and deadlines are to be met.

Payment Terms

The payment schedule is outlined below in section IX. All rates and fees described below will be invoiced monthly as work proceeds with Net 30 terms.

Any payment that becomes more than 30 days past due will be subject to interest at 18% APR. Any payments that become more than 90 days past due may result in an immediate hold on all work or rolling back or downing of website until the past due balance is paid in full.

Scheduling

DELTA's standard scheduling practices are based on the date of proposal acceptance. The start date for the project will be estimated at the time of proposal acceptance and the project timeline will be provided at the start date of the project.

Licensing

All parts of any website, database, schema, and system documentation created by DELTA are the sole property of MU COB under this arrangement.

The client or the actual owner will retain ownership of all content, source code, documentation, data and samples provided to DELTA for the project and shall have unlimited use of the foregoing in accordance with this license.

DELTA-Created Code

All software development, graphics, source code, consulting and support services are provided "AS IS" with no warranties, subject to DELTA's other obligations under this agreement.

It is expressly understood by the client that work generated by DELTA pursuant hereto does constitute "work made for hire" for purposes of Copyright law. All work created pursuant hereto by DELTA remains the exclusive property of MU COB understands and agrees that the client shall have the unlimited right pursuant to this agreement to use all work by DELTA royalty free and in perpetuity worldwide, subject to this license, and that DELTA shall not take any action to encumber the client's rights under this license. This license shall be a material provision of this agreement and any breach of this license by DELTA shall be a material breach of this agreement.



IX. Authorization

This agreement is valid for acceptance within 30 days of the date on this document. This agreement is provided as an estimated quotation for services based on known deliverables denoted above. This agreement does not constitute a fixed bid and may be revised based on changing requirements.

To accept this agreement, please sign the document where indicated below and either fax this Authorization page to 573.242.6122 or email it to corporate@deltasys.com.

>> **Constituent Database Enhancement & MailChimp Integration.....\$4,800**
(40 hours @ ~~\$150~~ \$120/hour)

Payment Schedule:

1. Client may requested that this total be billed in either monthly, quarterly or annual increments.
2. Further discussion will be necessary if/when this block of hours gets close to being exhausted.

By signing this agreement, you are accepting this agreement in its entirety and agree to all the terms stated.

Authorized DOWNTOWN CID Representative:

Name (*print*):

Signature: _____

Title/Position: _____

Date: _____

Authorized DELTA Representative:

Name (*print*):

Signature: _____

Title/Position: _____

Date: _____

Once received, a signed copy will be sent to the Downtown CID. Again, if there are any questions or concerns at any time regarding this document, please feel free to contact DELTA at your convenience. The DELTA team looks forward to continuing working with everyone. Thank You!