



City Hall, Council Chambers  
401 S. Johnstone Avenue  
Bartlesville, OK 74003

**REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL**

**Monday, April 3, 2017  
7 p.m.**

**Mayor Dale Copeland  
918-338-4282**

**AGENDA**

1. **Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
2. **Roll Call and Establishment of a Quorum.**
3. **The Invocation will be provided by Arlese Bradley, Mutual Girls Club.**
4. **Citizens to be heard.**
5. **City Council Announcements and Proclamations.**
  - National Records and Information Management Month – April 2017
  - Donate Life Month – April 2017
  - Fair Housing Month – April 2017
6. **Authorities, Boards, Commissions and Committee Openings**
  - One opening on the Ambulance Commission
  - Two openings on the Bartlesville Library Trust Authority
  - One opening on the Bartlesville Redevelopment Trust Authority
  - One opening on the Sanitary Sewer Improvement Oversight Committee
  - One opening on the Tree Committee
  - One opening on Visitor's, Inc.
  - One opening on the White Rose Cemetery Board
7. **Consent Docket**
  - a. **Approval of Minutes**
    - i. The Special Meeting Minutes of March 20, 2017.
  - b. **Approval and/or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees**
    - i. Appointment of Mr. Troy Martin to a three-year term on the City Planning Commission at the recommendation of Vice Mayor Kane.
    - ii. Appointment of Mr. Don Doty to a three-year term on the Bartlesville Area History Museum Trust Authority at the recommendation of Dr. Callahan.
  - c. **Approval of Agreements and Contracts**
    - i. Approval of a short form contract between the City of Bartlesville and McAnaw Construction Company in the amount of \$11,500 for the Johnstone Pavilion Phase 2 – restroom stone border, and to authorize the Mayor to sign the Grantee Debarment Review and Certification Form as part of CDBG requirements.
  - d. **Approval of and Resolutions**
    - i. Approval of a Resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2016-2017, appropriating unbudgeted fund balance for the Golf Course Memorial Fund.
    - ii. Approval of a Resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2016-2017, appropriating unappropriated revenue for the Debt Service Fund.

**e. Receipt of Bids**

- i. Bid No. 2016-2017-035 for Two (2) New 2017 Single Axle Cab & Chassis w/New 2017 20 Yard Rear Load Packer for the Public Works Department.
- ii. Bid No. 2016-2017-036 for a one ½-ton pickup 4x4 Super crew for the Public Works Department.

8. Discuss and take action to award Bid No. 2016-2017-033 for Golf Course Chemical. Presented by Mayor Copeland.
9. Discuss and take action to award Bid No. 2016-2017-034 for 2016 Wastewater Collection System Rehabilitation (Phase 4). Presented by Vice Mayor Kane.
10. Discuss and take action to approve a proposal from the Bartlesville Development Authority to provide up to 2.3 acres of land, lot 16, in the Bartlesville Industrial Park to Priority Bargains Outlet for the construction of a new 4,000 sq. ft. warehouse. Presented by David Wood, President, Bartlesville Development Authority.
11. Discuss and take action on an agreement between the City of Bartlesville and Tyler Technologies for implementation of an Enterprise Resource Management System. Presented by Mike Bailey, Administrative Director/CFO.
12. Discuss and take action on an appeal filed by Clayton Black on an order to remove (2) structures dilapidated/unsecured structure-(single family dwelling) and detached 2 story garage/apartment building (on the rear yard) located at 911 SE Dewey Avenue, aka 911 ½ SE Dewey Avenue, Bartlesville, Oklahoma. Presented by Larry Silver, Supervisor, Neighborhood Services.
13. New Business
14. City Manager and Staff Reports.
15. City Council Comments and Inquiries.
16. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5 p.m. on Thursday, March 30, 2017.



\_\_\_\_\_  
Michael Bailey, City Clerk  
Administrative Director/CFO



\_\_\_\_\_  
by Elaine Banes, Deputy City Clerk

All discussion items are subject to possible action by the City Council. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.



## *Official Proclamation*

### **National Records and Information Management Month April 2017**

**WHEREAS**, the management and control of information is increasingly critical to every industry, business and government agency, and the systematic creation, distribution, storage and retrieval of records are of critical importance to be continued and efficient operation of any good organization; and

**WHEREAS**, organizations that excel today and tomorrow will be those recognizing information as a major resource and structuring is as efficiently as their assets; and

**WHEREAS**, an effective records management assures the availability of information as a basis for sound decision-making by providing security and control against loss by mismanagement, natural disaster, theft, or inadvertent destruction; and

**WHEREAS**, constantly changing technologies provide an array of information storage media from paper to electronic storage that require a concerted effort to assure proper retention and control; and

**WHEREAS**, all citizens should recognize the significant and important role that records management professionals render in maintaining appropriate business, civic and government records; and

**WHEREAS**, ARMA (Association of Records Managers and Administrators) International has the purpose of promoting professionalism and education in Records and Information Management, and providing a forum for the exchange of information and the establishment of standards within records management practices.

**NOW THEREFORE**, the Bartlesville City Council does hereby officially proclaim the month of April, 2017 as "National Records and Information Management Month" and urge all citizens to join in recognizing records management professionals and the important role they play in our community, organizations and government.

**IN WITNESS WHEREOF**, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 3rd day of April, in the year of our Lord two thousand and seventeen.

---

Dale W. Copeland, Ward 1 and Mayor

---

John J. Kane, Ward 2 and Vice Mayor

---

Jim Curd, Jr., Ward 3

---

Alan Gentges, Ward 4

---

Joseph Callahan, Ph.D., Ward 5



## *Official Proclamation*

### *Donate Life Month – April 2017*

- WHEREAS,** one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and
- WHEREAS,** approximately 485 lives were saved by Oklahoma organ donors last year, and
- WHEREAS,** a new patient is added to the national patient transplant list every 10 minutes, and
- WHEREAS,** over 120,000 men, women, and children are currently on the national waiting list for organ transplantation, with more than 800 in the Oklahoma; and
- WHEREAS,** an average of 22 people died each day last year awaiting an organ transplant that did not come in time; and
- WHEREAS,** Oklahoma has a registry system allowing all residents to register their wish to save lives through organ and tissue donation at <http://www.lifeshareoklahoma.org/registry/> or by calling toll-free 1-888-826-LIFE (5433) or have a heart put on their driver's license; and
- WHEREAS,** the Life Share Transplant Donor Services of Oklahoma is the nonprofit organization formed to educate Northeastern Oklahoma residents about donation, increase the number of registered organ donors and eliminate barriers to donation; and
- WHEREAS,** the State supports this organization's life-saving mission; and
- WHEREAS,** everyone is a potential organ, eye, and tissue donor,

**NOW THEREFORE,** the Bartlesville City Council does hereby officially proclaim the month of April 2017 as "Donate Life Month" to honor all those who have made the decision to donate life, to focus attention on the extreme need for donation and to encourage all Oklahoma residents to register their wish to be organ, eye, and tissue donor.

**IN WITNESS WHEREOF,** we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 3rd day of April, in the year of our Lord two thousand and seventeen.

---

Dale W. Copeland, Ward 1 and Mayor

---

John J. Kane, Ward 2 and Vice Mayor

---

Jim Curd, Jr., Ward 3

---

Alan Gentges, Ward 4

---

Joseph Callahan, Ph.D., Ward 5



**Official Proclamation  
FAIR HOUSING MONTH  
APRIL 2017**

**WHEREAS**, April 7<sup>th</sup>, 2017 will mark the 49<sup>th</sup> anniversary of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

**WHEREAS**, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

**WHEREAS**, in 1996 the City Council of the City of Bartlesville adopted a Fair Housing Ordinance, solidifying our commitment to the spirit of nondiscrimination; and

**WHEREAS**, the City Council has further designated the Bartlesville Board of Adjustment as the Fair Housing Council and requests that any person or group of persons planning activities to promote fair housing to inform the Secretary of the Bartlesville Board of Adjustment of said activities; and

**WHEREAS**, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;

**NOW THEREFORE**, in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the City of Bartlesville, Oklahoma, does hereby join in the national celebration by officially proclaiming April, 2017 as FAIR HOUSING MONTH and encourages all agencies, institutions and individuals, public and private, in the City of Bartlesville to abide by the letter and spirit of the Fair Housing Law.

**IN WITNESS WHEREOF**, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 3rd day of April, in the year of our Lord two thousand and seventeen.

---

Dale W. Copeland, Ward 1 and Mayor

---

John J. Kane, Ward 2 and Vice Mayor

---

Jim Curd, Jr., Ward 3

---

Alan Gentges, Ward 4

---

Joseph Callahan, Ph.D., Ward 5



City Hall, Council Chambers  
401 S. Johnstone Avenue  
Bartlesville, OK 74003

**SPECIAL MEETING MINUTES  
OF THE  
BARTLESVILLE CITY COUNCIL**

**Monday, March 20, 2017  
7 p.m.**

**Mayor Dale Copeland  
918-338-4282**

**MINUTES**

(Notice and Agenda posted at 5:00 p.m. on Thursday, March 16, 2017.)

**Council Members present were Mayor Dale Copeland, Vice Mayor John J. Kane, Joseph Callahan, Ph.D., Jim Curd, Jr., and Alan Gentges.**

**Staff present were: Ed Gordon, City Manager, Jerry Maddux, City Attorney, Mike Bailey Administrative Director/CFO, Lisa Beeman, Director of Community Development and Parks Planning, Terry Lauritsen, Director of Water Utilities, Micah Siemers, P.E., Director of Engineering; Kelli Williams, Chief Communications Officer; Jason Muninger, Internal Services Supervisor; and Elaine Baner, Executive Assistant.**

1. **Mayor Copeland called the business meeting of the Bartlesville City Council to order at 7:00 p.m.**
2. **Roll call was taken and a quorum was established.**
3. **The Invocation was provided by Associate Pastor Jodi Faulker, Spirit Church.**
4. **Citizens to be heard.**

There were no citizens to be heard.

5. **City Council Announcements and Proclamations.**

There were no announcements or proclamations.

6. **Authorities, Boards, Commissions and Committee Openings**

- One opening on the Ambulance Commission
- Two openings on the Bartlesville Library Trust Authority
- One opening on the Bartlesville Redevelopment Trust Authority
- One opening on the City Planning Commission
- Three openings on the Sanitary Sewer Improvement Oversight Committee
- One opening on the Tree Committee
- One opening on Visitors, Inc.
- One opening on the White Rose Cemetery Board

7. **Consent Docket**

- a. **Approval of Minutes**

- i. The Regular Meeting Minutes of March 6, 2017.

- b. **Approval and/or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees**

- i. Reappointment of Mr. Todd Mathes, Mr. Mike Dunlap, Mr. Preston Birk and Mr. Lindel Fields to the Tax Incentive District Review Committee at the recommendation of Mr. Gentges.
- ii. Appointment of Mr. Ted Lockin to a three-year term on the Bartlesville Area History Museum Trust Authority at the recommendation of Dr. Callahan.

- c. **Approval of Agreements, Contracts and/or Leases**

- i. Approval of a ground lease between the City of Bartlesville and Flat Rock Concepts, LLC for 709, 713 and 717 SW Armstrong Avenue.

- d. **Approval of Change Order**

- i. Approval of Change Order No. 1 for AIP 3-40-0007-011-2016, Airport FBO Apron Reconstruction, reducing the contract by \$50,967.90 based on recapitulation of final quantities.

**e. Receipt of Bids**

- i. Bid No. 2016-2017-033 for Golf Chemicals
- ii. Bid No. 2016-2017-034 for 2016 Wastewater Collection System Rehabilitation (Phase 4)

Mayor Copeland read the consent docket in full. Dr. Callahan asked to have Item 7.c.i. pulled for discussion.

Mr. Gentges moved to approve the consent docket as presented, seconded by Mr. Curd.

Ayes: Mr. Gentges, Mr. Curd, Dr. Callahan, Vice Mayor Kane, Mayor Copeland  
Nays: None  
Motion: Passed

Mayor Copeland will review Bid No. 2016-2017-033 and Vice Mayor Kane will review Bid No. 2016-2017-034.

Dr. Callahan inquired as to the length of time allowed (90 days) to move the staged homes from the property should the lease be terminated. Ms. Beeman explained that due to the nature of the homes, the time allotted might be needed to break them down and remove them from the site.

Dr. Callahan moved to Item 7.c.i. as presented, seconded by Vice Mayor Kane.

Ayes: Mr. Gentges, Mr. Curd, Dr. Callahan, Vice Mayor Kane, Mayor Copeland  
Nays: None  
Motion: Passed

**8. Discuss and take possible action authorizing the Bartlesville Development Authority to borrow up to \$300,000 for immediate repair/replacement of floor coverings within BDA-owned property (leased to ABB) and for litigation expenses related thereto. Presented by David Wood, President, Bartlesville Development Authority.**

Mr. Wood reported that soon after the building was completed for ABB in 2013, the floors began to blister and bubble. Subsequently, ABB submitted a letter to the BDA stating the floor was unacceptable. The builder and his subcontractors would not repair the floor and all parties obtained legal counsel. After two years, there has been no resolution. The BDA would like to hire a company to replace the floor at the cost to replace the floor at \$275,000, not including legal expenses. The BDA Board is recommending borrowing up to \$300,000 for immediate repair/replacement to ensure ABB has the environment guaranteed in their lease with the BDA. Litigation to recover damages will be continued.

Mayor Copeland expressed his appreciation to ABB for patience throughout this process.

Vice Mayor Kane moved to approve authorization for the Bartlesville Development Authority to borrow up to \$300,000 for purposes presented, seconded by Dr. Callahan.

Ayes: Mr. Curd, Dr. Callahan, Vice Mayor Kane, Mr. Gentges, Mayor Copeland  
Nays: None  
Motion: Passed

**9. Discuss and take action to approve a resolution declaring the intent of the Bartlesville City Council to consider the designation of a portion of the City as a "Statutory Reinvestment Area" and to consider creation of a related "Tax Increment District" pursuant to Oklahoma Law; directing the Review Committee to consider proposed project plans and to make any findings and recommendations required by law; directing preparation of a project plan; authorizing staff to take additional action; directing the Planning Commission of the City of Bartlesville to consider proposed project plans and make any recommendations required by law; and containing other provisions relating thereto. Presented by Lisa Beeman, Director, Community Development.**

Ms. Beeman reported that City staff has been working with Dan Wells, President of Eastland, Inc. and owner of Eastland Shopping Center, on plans for the expansion of and updates to the shopping center involving both new building construction as well as reconstruction and remodel of existing buildings. Based on these discussions and plans, it is clear that traffic activity along Washington Boulevard and turning movements into and out of Eastland Shopping Center will increase significantly, with a need for a dedicated right turn lane or lanes and will necessitate intersection signal improvements. Due to the significant costs associated with the needed infrastructure improvements on Washington Boulevard, staff has discussed the possible creation of a tax increment finance

district, which would include Eastland Shopping Center, which would permit the increased tax base to be used for the making of the necessary improvements. Mr. Wells has submitted a letter requesting that the City Council consider the designation of a tax increment district for Eastland Shopping Center and the adjacent roadways. A resolution is prepared which would declare this intent and directing the Tax Incentive Review Committee to consider a project plan and to make any findings and recommendations required by law for the project. Once the committee has made their review, a recommendation would be made to the City Council.

A brief discussion covered the timeline; a brief over view of financing; and what information the TIF committee would research and then recommend.

Mr. Curd moved to approve the resolution as presented, seconded by Vice Mayor Kane.

Ayes: Dr. Callahan, Vice Mayor Kane, Mr. Gentges, Mr. Curd, Mayor Copeland  
Nays: None  
Motion: Passed

**10. Discuss and take action on an agreement between the City of Bartlesville and Tyler Technologies for implementation of an Enterprise Resource Management System. Presented by Mike Bailey, Administrative Director/CFO.**

Prior to presentation, Mayor Copeland announced that this item would be for discussion only, no action.

Mr. Bailey began by explaining that enterprise resource planning is a process by which a company manages and integrates the important parts of its business. An ERP management information system integrates areas such as planning, purchasing inventory, sales, marketing, finance and human resources. Using a PowerPoint, he reported what the system would provide specific to the City of Bartlesville, as well as the selection process, the summary of proposals, and staff's recommendation of Tyler Technologies Munis Product. Reasons behind choosing Tyler Technologies Munis Product were that they complied with specs; Phase I and II can be implemented within current budget; Phases III and IV will require additional appropriations in future years; better integration of existing systems; better centralized customer portal; excellent support; free upgrades as long as annual support is paid (staff training is only cost); unanimously chosen by large group of cross-organizational City staff subject matter experts, and received positive references from all OK municipalities using Tyler products. Mr. Bailey provided budget vs cost information and funding necessary by fiscal year announcing that the total cost comes to \$1,311,047.

Discussion ensued clarifying expenses; keeping GFOA on until plan implementation; contracting with Harris as the conversion is made; that utility billing is not included in the system at this time; fees and the difference between Munis and encode. Mr. Bailey explained that Munis has a much broader range than encode. Additional discussion covered pricing comparison between Munis and encode, and Vice Mayor Kane asked that information specifically describing the difference between encode and Munis be provided to Council members. Mr. Gentges inquired as to the justification of the expense for the system. Mr. Bailey reported that he and Mr. Gordon had many discussions and although not happy about how much the system costs, it is the service, with higher efficiency and greater turnaround time that is required at this time and for the future.

**11. City Manager and Staff Reports.**

Mr. Gordon asked Ms. Williams, Chief Communications Officer, to come forward. He reported that she is responsible for preparing a newsletter weekly that is filled with information emailed to all citizens wishing to receive it. He added that transparency is valued and a service to the community. He thanked Ms. Williams, as well as Mr. Hooper from the radio and Mr. Day from the newspaper, for keeping the public informed. Dr. Callahan added his compliments to Ms. Williams for a job well done.

Mr. Gordon reported that he had attended a speaking engagement at lunch today and two items of interest were discussed. Number one was the project on Highway 75 at Eastland Shopping Center entrance. He explained that project is a State project that was started without the City's permission or direction. Work has been suspended due to damage to the beams that were worse than realized, ensuring that the project may take longer than the original 180 days. The second subject was the damaged guardrails along Adams Blvd. Again, ODOT is involved since Adams is a State and Federal Highway system. ODOT is of the belief that the City is responsible for repairs. Agreements have been made and repairs will soon be made.

Micah Siemers provided an update on the Public Safety Complex reporting that the biggest hold-up for moving is the controlled access on the doors. Once that is completed, and a few minor items on the exterior, then a move in date will be set. Mr. Curd inquired about the landscaping. Mr. Siemers stated that the sod is unacceptable so additional work on landscaping will be addressed.



**12. City Council Comments and Inquiries.**

Dr. Callahan inquired how the improvements needed for the enhanced Eastland Shopping Center that was discussed previously could be affected by the project ongoing at this time. Mr. Gordon stated that the current project should be completed before new lane and signal improvements will be started. Dr. Callahan stated that with two projects running consecutively some headache will be experienced in that area for a while.

Mayor Copeland welcomed a boy scout who attended the meeting; Joe Sanders from Troop 3 attended to earn his Citizenship Badge.

**13. There being no further business to conduct, Mayor Copeland adjourned the meeting at 8:11 p.m.**

---

Dale Copeland, Mayor

---

Mike Bailey, City Clerk  
Administrative Director/CFO

# Memo



To: John J. Kane, Vice-Mayor  
From: Lisa Beeman, Community Development Director  
CC: Ed Gordon, City Manager  
CC: Elaine Banes, Executive Administrative Assistant  
Date: March 17, 2017

---

**Subject:** Appointment to the City Planning Commission

I would like to recommend Troy Martin to fill the vacant position which occurred when Garry Collins' term expired on City Planning Commission.

If you concur with this recommendation, please place this appointment on the next City Council Agenda.



March 21, 2017

Dr. Joseph Callahan  
City Council Representative

Dr. Callahan:

Don Doty has submitted his application for the Bartlesville History Museum Trust Authority. I would like to recommend him for City Council approval. Mr. Doty has served Bartlesville for over 50 years by serving on numerous boards and committees and still remains an active volunteer. Mr. Art Gorman, Chairman of the Bartlesville History Museum Trust Authority, has visited with Mr. Doty and he highly recommends this appointment.

I have attached a copy of his application for your review.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shellie McGill', is written over the typed name.

Shellie McGill, Interim Director  
Bartlesville Public Library/Bartlesville Area History Museum

Cc: Ed Gordon, City Manager

# Authority, Board, Committee Application

Home (<http://www.cityofbartlesville.org>) » City Government (<http://www.cityofbartlesville.org/city-government/>) » Boards, Committees & Commissions (<http://www.cityofbartlesville.org/city-government/boards-committees-commissions/>) » Authority, Board, Committee Application

## Application for City Boards, Commissions, Committees & Trust Authorities

Please check the ones you wish to serve on: \*

- Adams Municipal Golf Course Committee
- Ambulance Commission
- Bartlesville Adult Center Trust Authority
- Bartlesville Development Authority
- Bartlesville History Museum Trust Authority
- Bartlesville Library Trust Authority
- Bartlesville Redevelopment Trust Authority
- Bartlesville Water Resources Committee
- City Board of Adjustment
- City Planning Commission
- Community Center Trust Authority
- Construction and Fire Code Appeals Board
- Library Board
- Park Board

- Sewer System Improvement Oversight Committee
- Stadium Operating Committee
- Street and Traffic Committee
- Tax Incentive District Review Committee
- Tree Sub-Committee of the Park Board
- White Rose Cemetery Board

**Name \***

DONALD D.

First

DOTY

Last

**Address \***

2

2407 KYLE CT.

Street Address

BARTLESVILLE

City

OK

State / Province / Region

74006

ZIP / Postal Code

**Home Phone**

918-335 4147

**Work Phone**

SAME

**Cell Phone**

Email

Ward Number

What in your background qualifies you for service on the committees chosen (volunteer work, education, employment)? \*

OVER 60 YRS COMMUNITY SERVICE  
PAST PRESIDENT - CHAMBER OF COMMERCE & JUNIOR CA  
RETIRED PRESIDENT ARVEST BANK

Tell us about your previous community involvement and the duration of your involvement. \*

OUTSTANDING YOUNG-MAN IN BARTLESVILLE 1957  
" " IN OKLAHOMA 1958

What would you like to see this board, commission, committee or authority accomplish? \*

CONTINUE PROGRESS OF PRESENT BOARD

Submit

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2016–2017, APPROPRIATING UNBUDGETED FUND BALANCE FOR THE GOLF COURSE MEMORIAL FUND.**

---

**WHEREAS,** THE City of Bartlesville has unbudgeted Fund Balance in excess of \$2,500; and

**WHEREAS,** the City of Bartlesville needs to appropriate \$2,500 of these revenues prior to their expenditure;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA that:**

The Municipal Golf Course Dept (445) of the Golf Course Memorial Fund (244) shall be increased as follows:

General Supplies (53310)	\$ 2,500
--------------------------	----------

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3<sup>rd</sup> DAY OF APRIL, 2017.**

\_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2016–2017, APPROPRIATING UNAPPROPRIATED REVENUE FOR THE DEBT SERVICE FUND.**

---

**WHEREAS,** THE City of Bartlesville has unappropriated revenue in the amount of \$575,000; and

**WHEREAS,** the City of Bartlesville needs to appropriate \$575,000 of these revenues prior to their expenditure;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA that:**

2014B Combined Purpose Bond (894) of the Debt Service Fund (320) shall be increased as follows:

Principle (52911)	\$ 575,000
-------------------	------------

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3<sup>rd</sup> DAY OF APRIL, 2017.**

\_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**



## SHORT FORM CONTRACT STAFF REPORT

**Date:** March 30, 2017  
**Project:** Johnstone Pavilion Phase 2 – Restroom Stone Border  
**Department:** Engineering Department

### COMMENTS:

The Johnstone Pavilion project is a jointly funded project using Community Development Block Grant (CDBG) funds with a 50/50 match by the City of Bartlesville. The CDBG funds are administered by the Oklahoma Department of Commerce. This has been a multi-phase project to construct a new 6,000 square foot open sided pavilion at the entrance into Johnstone Park along with additional amenities. The second phase of this project included installation of a pre-fabricated precast concrete restroom, associated site work and utility connections, and additional concrete adjacent to the pavilion constructed in Phase 1. This phase of the project utilized the remaining 2015 CDBG funds not used for Phase 1.

Bids were received in June, 2016 for Phase 2 and the sole bid was over the available budget. Staff re-evaluated the project and came to the conclusion the best way to handle it would be to bid the pre-fabricated precast concrete restroom as a standalone item. The associated site work would be completed by Public Works Department staff so that the funds would go further for materials to complete the site work. The amount of concrete adjacent to the pavilion constructed as part of Phase 2 was reduced to minimize staff resources on the project. The intent was also to hire a contractor to install a stone border around the base of the restroom to match the stone pedestals at each column on the pavilion and the stone on the Johnstone Park sign that was donated by Leadership Bartlesville Class XXIV. The primary goal of the second phase was to install the restroom and provide access to it from the pavilion. This goal has been accomplished by approaching the project in this manner while making other items of work possible due to cost savings on contracting out site work.

To date, the pre-cast restroom has been installed at a cost of \$68,150.00. City crews from the Street, Building Maintenance, Water and Wastewater departments combined to complete the utility connections to the restroom and the concrete work around the restroom and pavilion. The work included connection of water, sewer, and power to the restroom. Additionally, a concrete loading/unloading zone was added to the north side of the pavilion along with concrete sidewalk connecting the restroom to the pavilion paving. Some minor storm drain improvements were added between the pavilion and the restroom to carry runoff away from the site. The work done by City crews is now complete and the cost of materials totaled \$21,507.02.

Prior to bidding the pre-fabricated restroom, \$115,535.00 remained of the 2015 CDBG funds. After the restroom and associated site and utility work, \$25,877.98 remains that can be utilized for the stone work on the restroom. Staff requested 3 quotes from three (3) contractors for the stone work as the work was expected to be under the \$50,000 threshold requiring formal bidding. The quotes are as follows:

McAnaw Construction Company (Bartlesville, OK)	\$11,500.00
Gorman Construction Company (Bartlesville, OK)	\$10,950.00
Kalka Construction (Chandler, OK)	\$16,000.00

Staff has chosen to award the contract to McAnaw Construction Company because they included all items necessary for completion of the work in their quote. The lower bid by Gorman Construction did not include any additional stone that may be necessary for completing the work. Staff believes that the cost for additional rock will be substantially more than the \$550.00 difference in quotes. Remaining funds will be utilized to purchase electrical components in advance of the Johnstone Pavilion Phase 3 project that is currently advertised for bid opening on April 10, 2017.

McAnaw Construction Company is currently working on the Price Fields Phase 2 project for the City of Bartlesville and completed Price Fields Phase 1 in 2013. They have the necessary experience and financial capabilities to complete the project.

**RECOMMENDATION:**

Staff is requesting that council award the work to McAnaw Construction Company in the amount of \$11,500.00 via the attached short form construction contract. The short form contract requires execution by the Mayor. Additionally, Staff is requesting that the attached Grantee Debarment Review and Certification form be executed by the Mayor as well. This is one of the new CDBG forms required prior to awarding a contract on a CDBG project. McAnaw Construction has followed the necessary steps to meet CDBG requirements that would warrant the City executing the form.

**CITY OF BARTLESVILLE**  
**SHORT FORM CONSTRUCTION CONTRACT**

THIS AGREEMENT, made this 29<sup>th</sup> day of March, 2017, by and between McAnaw Construction Company hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

WITNESSETH, that the Contractor and the City, for considerations hereinafter named, agree as follows:

1. SCOPE OF WORK. The contractor shall add decorative rock border around the base of the new pre-cast concrete restroom located west of the Johnstone Park Pavilion per the described scope of work in the email sent on January 19, 2017 requesting a quote for services. The project shall include all labor, equipment and expense necessary to construct a complete rock border utilizing the existing stone on sight and any additional stone or other materials that may be required.
2. TIME OF COMPLETION. The work shall be completed within 30 days of notice to proceed.
3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the quoted unit prices totaling (\$11,500.00). This contract amount may be amended by written agreement of the parties.
4. ACCEPTANCE AND PAYMENT. Payment will be made by the City upon completion and acceptance of the work by the City Engineer, subject to the provisions of Paragraph 11 and 14 of the General Conditions.

**GENERAL CONDITIONS**

1. CONTRACT DOCUMENTS. The Contract includes the Agreement and its General Conditions, the drawings and specifications, and any additional written directives from the Engineer. The intent of these documents is to include all labor, materials, equipment, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
2. DEFINITIONS. "City" shall refer to the City Engineer or other designated administrative official of the City of Bartlesville.
3. MATERIALS, EQUIPMENT, EMPLOYEES. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work. Unless otherwise specified, all materials shall be new. Workmanship and materials shall be of superior quality and acceptable to the City. All workers shall be skilled in their trades.
4. SURVEY, PERMITS AND REGULATIONS. The City will furnish all surveys and layouts

**CITY OF BARTLESVILLE**  
**SHORT FORM CONSTRUCTION CONTRACT**

unless otherwise specified. Easements and rights-of-ways will be secured and paid for by the City. The Contractor shall comply with all laws and regulations applicable to the work and shall notify the City if the drawings or specifications are at variance therewith.

5. PROTECTION OF WORK, PROPERTY AND PERSONS. The Contractor shall adequately protect the work, adjacent property, and all persons in accordance with all laws and regulations. The Contractor shall be completely responsible for any damage or injury due to his acts or negligence. Damage caused by carelessness, neglect, negligence or that is outside the defined work area {attached} will be the Contractors sole responsibility to correct.
6. ACCESS TO WORK. The Contractor shall permit and facilitate observation of the work by the City or his agents at all times. The contractor shall coordinate all required inspections with the appropriate code inspecting agent.
7. CHANGES IN WORK. The City may order changes in the work, with any adjustment of the Contract Sum by mutual agreement of the parties. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost shall be made in writing to the City before executing the work involved.
8. CORRECTION OF WORK. The Contractor shall correct any work determined by the City not to conform to the requirements of the contract.
9. CITY'S RIGHT TO TERMINATE CONTRACT. Should the Contractor fail to prosecute the work properly, or to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor may, without prejudice to any other remedy it may have, complete the work by such means as it sees fit. If the unpaid balance of the contract price exceeds the expense of completing the work, such excess will be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.
10. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT. Should the work be stopped by any public authority for a period of thirty (30) days or more through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of seven (7) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the contract, and recover from the City payment for all work executed, including reasonable profit and damages.
11. PAYMENT. Payment will be made based upon the lump sum price in the Proposal and the actual completed construction progress as determined by the Engineer. The making and acceptance of the payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens or from defective work appearing thereafter as provided in Paragraph 8, and of all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make materials or labor

**CITY OF BARTLESVILLE**  
**SHORT FORM CONSTRUCTION CONTRACT**

payments.

12. BONDS. The Contractor shall furnish surety bonds to the City as indicated herein.  
**NO BONDS ARE REQUIRED FOR THIS PROJECT**
13. CONTRACTOR'S INSURANCE. The Contractor shall maintain such insurance as will protect him and the City from claims under worker's compensation acts and other employee benefits acts; from liability claims for damages because of bodily injury or death; and from liability claims for damages to property which may arise from operations under this contract, whether such operations be by himself, any subcontractor or vendor, or anyone directly or indirectly employed by them. Liability insurance shall be written for not less than \$1,000,000 in each case. Certificates of such insurance shall be filed with the City prior to beginning construction. The Contractor shall provide certification to the City that all insurance is effective for the duration of the work.
14. LIENS. Payment shall not be made by the City until the Contractor has provided a complete release of all lien able claims on the work included in this contract.
15. ENGINEER. The City Engineer shall be the City's representative and shall have the authority to stop or suspend the work as necessary. All work shall be done to his satisfaction. Determination of final acceptance shall be by the Engineer. He shall certify to the City when payment under the contract is due and the amount to be paid. He shall make final decision on all claims by the City and Contractor.
16. CLEANUP. The Contractor shall keep the premises free from waste material and rubbish, and at the completion of the work he shall remove from the premises all rubbish, debris, and surplus materials, and leave the site in a condition acceptable to the Engineer.

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

CITY OF BARTLESVILLE



---

Mayor, Dale Copeland

---

Contractor

# McAnaw

# Construction Company

a corporation

Since - 1948

GENERAL CONTRACTORS/CONSTRUCTION MANAGERS

---

P.O. Box 206 Bartlesville, Oklahoma 74005 Phone (918) 336-0055 Fax (918) 336-0056  
Office Located At 1700 West Hensley Blvd.

March 27, 2017

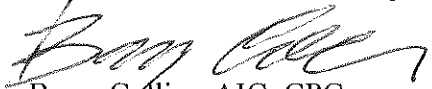
Mr. Micah Siemers  
Director of Engineering  
City of Bartlesville  
401 S. Johnstone  
Bartlesville, OK 74003

**Re: Johnstone Park Project**

Micah,

Our Final Bid for the Johnstone Park Project will be \$11,500.00. Should you have any questions please contact me. We look forward to working with you towards another successful project.

Respectfully Submitted,  
McAnaw Construction Company



Barry Collier, AIC, CPC  
Vice President/Sr. Project Manager

Oklahoma Department of Commerce CDBG Programs

CONTRACTOR DEBARMENT REVIEW CERTIFICATION  
(Must be submitted with bid proposal)

CDBG Grantee Name (Owner) and Project Type

CDBG Project Number

**ATTENTION ALL BIDDERS:**


All CDBG sub-recipients (Cities, Towns, or Counties) are required to conduct debarment reviews on all services procured with CDBG funds by checking the **System for Award Management (SAM) website, [www.sam.gov](http://www.sam.gov)**, to determine if a potential contractor is excluded from receiving Federal contracts.

**A contractor must be registered and updated in the SAM.gov system as this review is conducted by the Owner before any contract award is executed.**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension; 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:


<u>Barry Collier - Vice Pres./Sr. PM</u>	<u>3/27/17</u>
Name & Title (Please Print)	Date
<u></u>	<u>3/27/17</u>
Signature	Date
<u>032882243</u>	
Duns Number	

**Oklahoma Department of Commerce CDBG Programs  
Grantee Debarment Review and Certification**

All CDBG sub-recipients are required, by the regulations implementing 24 CFR Part 85.35, to conduct debarment reviews on all services procured with CDBG funds ***before any contract award is executed***. These reviews shall be conducted by using the **System for Award Management (SAM) website, [www.sam.gov](http://www.sam.gov)**, to determine if the potential contractor is excluded from receiving Federal contracts by using the **QUICK SEARCH tool with the DUNS number for that entity; Save/Print the results**. Complete this form and attach the SAM results along with the Notice of Award and Contractor's Certification form from the Bid/Proposal documents.

<b>CDBG Grantee Name and Project Type</b>	City of Bartlesville – Stone Border on Restroom			<b>CDBG Contract Number</b>	16433CDBG15
<b>*Contractor</b>	McAnaw Construction Company				
<b>Address</b>	P.O. Box 206			<b>Phone</b>	918-336-0055
<b>City</b>	Bartlesville	<b>State</b>	OK	<b>Zip Code</b>	74005
<b>Contractor's DUNS Number</b>	032882243				
<b>Debarment Review Completed By</b>			Micah Siemers		
<b>Title of Reviewer</b>			Director of Engineering		
<b>Reviewer's Organization</b>			City of Bartlesville		
<b>Chief Elected Official</b>			Dale Copeland		
<b>Title of Chief Elected Official</b>			Mayor		

By signing this certification, both the Reviewer and the Chief Elected Official certify all necessary actions were taken to complete the debarment check and that the contractor listed above is not suspended or debarred from conducting business with, or receiving funding from, the United States government under E.O. 12549.

 \_\_\_\_\_ 3-30-17  
**Signature of Reviewer** **Date**

\_\_\_\_\_  
**Signature of Chief Elected Official** **Date**

**Please upload this document along with other required documentation into OK-Grants "Release of Funds" and submit using the Notice of Award status. Keep the originals in the CDBG project file.**

\*Contractor is any entity or individual directly procured for contract services by the sub-recipient (grantee), (City, Town, or County), under this CDBG contract award and **must be registered** in the SAM.gov system.



Published in the Examiner Enterprise

March 6, 7 & 8, 2017

**NOTICE TO BIDDERS**

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Monday, March 27, 2017.

2016-2017-035      Two (2) New 2017 Single Axle Cab & Chassis W/New 2017  
20 Yard Rear Load Packer

2016-2017-036      One Half Ton Pickup 4x4 Supercrew Cab

For complete Bid Specs please visit our website at [www.cityofbartlesville.org](http://www.cityofbartlesville.org)  
under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids  
must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER  
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to  
be considered. Address bids to:

City of Bartlesville  
City Clerk  
401 S Johnstone Ave  
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes  
the best bid and it reserves the right to reject or accept any or all bids or portions  
thereof.

Dated this 3<sup>rd</sup> Day of March, 2017

  
Administrative Director/CFO

# BID REVIEW RECOMMENDATION

BID NUMBER: 2016-2017-033

DESCRIPTION: Golf Course Chemicals

DEPARTMENT: Golf Course, 445-513

BID AMOUNT: Various (see attached sheet)

BUDGET AMOUNT: \$41,000

IF BID IS OVER BUDGETED AMOUNT, FUNDS OF \$ N/A ARE  
AVAILABLE IN \_\_\_\_\_

BID RECOMMENDATION: Recommend award to low bidders shown in green on the attached sheet. Bids shown in red did not meet the specs.

COMMENTS: Contained in this bid are 46 various chemicals to be used for maintenance on the golf course. Bid packets were sent to four (4) vendors with four (4) returning bids. These chemicals will be purchased on an as needed basis only. Sufficient funding was included in the current year budget to cover these expenditures.

  
\_\_\_\_\_  
Staff Member

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

3-28-17  
\_\_\_\_\_  
Date

March 28, 2017  
\_\_\_\_\_  
Date

CITY OF BARTLESVILLE, OKLAHOMA  
 BID SPECIFICATIONS FOR  
 PESTICIDES AND FERTILIZERS  
 BID # 2016-2017-033

Does not meet specs

Low bid that meets specs

VENDOR		REGAL	BWI	SITE ONE	HARRELLS
<b>CHEMICAL</b>	QTY. SZ.				
<b>LIQUID 12-2-12</b>	60 GL	\$0.00 GL \$0.00	\$24.20 GL \$1,452.24	\$13.60 GL \$816.00	\$23.60 GL \$1,416.00
<b>MINORS PACKAGE</b>	30 GL	\$16.00 GL \$480.00	\$32.60 GL \$978.00	\$8.90 GL \$267.00	\$15.60 GL \$468.00
<b>LIQUID 0-0-25</b>	30 GL	\$16.00 GL \$480.00	\$17.21 GL \$516.24	\$12.06 GL \$361.80	\$24.80 GL \$744.00
<b>0-0-50 GREENS GRADE</b>	250 #	\$0.00 # \$0.00	\$0.00 # \$0.00	\$0.92 # \$230.75	\$1.38 # \$345.00
<b>13-2-13 GREENS GRADE</b>	2900 #	\$0.00 \$0.00	\$0.61 \$1,769.00	\$0.48 \$1,392.00	\$0.58 \$1,682.00
<b>BAYLETON FLO</b>	5 GL	\$0.00 GL \$0.00	\$540.00 GL \$2,700.00	\$540.00 GL \$2,700.00	\$540.00 GL \$2,700.00
<b>ALLETTE</b>	27.5 #	\$15.37 # \$422.68	\$0.00 # \$0.00	\$33.67 # \$1,010.10	\$28.41 # \$781.25
<b>CHIPCO 26GT</b>	2.5 GL	\$48.00 GL \$120.00	\$119.80 GL \$299.50	\$54.00 GL \$135.00	\$135.60 GL \$339.00
<b>DISARM 480 SC</b>	96 OZ	\$17.84 OZ \$1,713.00	\$0.00 OZ \$0.00	\$19.06 OZ \$1,830.00	\$0.00 OZ \$0.00
<b>DACONIL ZN</b>	40 GL	\$0.00 GL \$0.00	\$50.00 GL \$2,000.00	\$50.00 GL \$2,000.00	\$50.00 GL \$2,000.00
<b>SUBDUE MAX</b>	5 GL	\$368.00 GL \$1,840.00	\$515.00 GL \$2,575.00	\$515.00 GL \$2,575.00	\$515.00 GL \$2,575.00
<b>3336 FLO</b>	10 GL	\$49.00 # \$490.00	\$85.20 # \$852.00	\$60.00 # \$600.00	\$96.80 # \$968.00

VENDOR		REGAL	BWI	SITE ONE	HARRELLS
TERRAZOLE	80 #	\$125.00 qt \$0.00 #	\$41.00 # \$3,280.00	\$51.46 # \$4,116.80	\$42.50 # \$3,400.00
FORE	80 #	\$4.89 # \$391.20	\$4.62 # \$369.68	\$5.25 # \$420.00	\$9.10 # \$728.00
HERITAGE	12 #	\$750.00 GL \$2,250.00 #	\$317.00 # \$3,804.00	\$235.01 # \$2,820.12	\$317.00 # \$3,804.00
PROSTAR	21 #	\$59.67 # \$1,253.00	\$55.33 # \$1,162.00	\$60.83 # \$1,277.43	\$65.00 # \$1,170.00
SEGWAY	392 OZ	\$10.33 # \$4,050.00	\$10.33 # \$4,050.00	\$10.33 # \$4,050.00	\$10.33 # \$4,050.00
TOURNEY	5 #	\$138.55 # \$692.75	\$138.55 # \$692.75	\$138.55 # \$692.75	\$138.55 # \$692.75
LEXICON	42 OZ	\$0.00 # \$0.00	\$22.37 # \$939.54	\$22.37 # \$939.54	\$22.37 # \$939.54
BENSUMEC 4LF	20 GL	\$125.00 GL \$2,500.00	\$114.80 GL \$2,296.00	\$127.80 GL \$2,556.00	\$116.00 GL \$2,320.00
BARRICADE 65 WDG	100 #	\$9.00 # \$900.00	\$20.50 # \$2,050.00	\$9.83 # \$983.00	\$9.80 # \$980.00
OXADIAZON SC	25 GL	\$125.00 GL \$3,125.00	\$129.20 GL \$3,230.00	\$165.00 GL \$4,125.00	\$165.00 GL \$4,125.00
SPECTICLE FLO	4 GL	\$1,606.50 GL \$6,426.00	\$1,606.50 GL \$6,426.00	\$1,606.50 GL \$6,426.00	\$1,606.50 GL \$6,426.00
TUPERSAN	8 #	\$30.06 # \$240.48	\$27.50 # \$220.00	\$27.50 # \$220.00	\$26.25 # \$210.00
SENCOR 75	40 #	\$55.00 # \$2,200.00	\$73.90 # \$2,956.00	\$75.41 # \$3,016.40	\$79.00 # \$3,160.00
ROUND UP PRO	22.5 GL	\$15.00 GL \$337.50	\$18.16 GL \$408.60	\$13.94 GL \$313.65	\$12.00 GL \$270.00
CLASSIC TRIMEC	10 GL	\$25.41 GL \$254.10	\$46.40 GL \$464.00	\$23.20 GL \$232.00	\$40.40 GL \$404.00

VENDOR		REGAL		BWI		SITE ONE		HARRELLS	
IMAZAPYR- E-PRO-2	1	QT	\$0.00 QT \$0.00	\$0.00 QT \$0.00	\$0.00 QT \$0.00	\$54.00 QT \$54.00	\$0.00 QT \$0.00	\$0.00 QT \$0.00	
TURF ENHANCER	1	GL	\$0.00 GL \$0.00	\$0.00 GL \$0.00	\$0.00 GL \$0.00	\$0.00 GL \$0.00	\$0.00 GL \$0.00	\$0.00 GL \$0.00	
PRIMO MAXX	1	GL	\$285.34 GL \$285.34	\$580.00 GL \$580.00	\$580.00 GL \$580.00	\$267.46 GL \$267.46	\$258.00 GL \$258.00	\$258.00 GL \$258.00	
LEGACY	2.5	GL	\$380.00 GL \$950.00	\$380.00 GL \$950.00	\$380.00 GL \$950.00	\$380.00 GL \$950.00	\$380.00 GL \$950.00	\$380.00 GL \$950.00	
DISMISS	2	GL	\$1,150.00 GL \$2,300.00	\$1,146.00 GL \$2,292.00	\$1,240.00 GL \$2,480.00	\$1,240.00 GL \$2,480.00	\$1,278.00 GL \$2,556.00	\$1,278.00 GL \$2,556.00	
KATANA	25	OZ	\$37.60 \$940.00	\$0.00 OZ \$0.00	\$0.00 OZ \$0.00	\$37.60 OZ \$940.00	\$37.60 OZ \$940.00	\$37.60 OZ \$940.00	
MSMA 6 PLUS	5	GL	\$30.20 GL \$151.00	\$25.60 GL \$128.00	\$32.74 GL \$163.70	\$32.74 GL \$163.70	\$30.80 GL \$154.00	\$30.80 GL \$154.00	
ANDERSONS GOOSE/CRAB	345.6	#	\$0.00 # \$0.00	\$2.90 # \$1,002.00	\$0.00 # \$0.00	\$0.00 # \$0.00	\$3.44 # \$1,188.00	\$3.44 # \$1,188.00	
PROXY	30	GL	\$33.35 GL \$1,000.50	\$34.00 GL \$1,020.00	\$42.74 GL \$1,282.20	\$42.74 GL \$1,282.20	\$39.20 GL \$1,176.00	\$39.20 GL \$1,176.00	
CHLOROPYRIFOS SPC 2 50 W	10	GL	\$58.67 OZ \$586.70	\$48.00 OZ \$480.00	\$50.01 OZ \$500.10	\$50.01 OZ \$500.10	\$62.80 GL \$628.00	\$62.80 GL \$628.00	
DYLOX 420 SL	17.5	GL	\$0.00 GL \$0.00	\$68.40 GL \$1,197.00	\$75.68 GL \$1,324.40	\$75.68 GL \$1,324.40	\$74.00 # \$1,295.00	\$74.00 # \$1,295.00	
COPPER SULFATE	400	#	\$0.00 # \$0.00	\$1.44 # \$576.00	\$1.90 # \$760.00	\$1.90 # \$760.00	\$1.96 # \$784.00	\$1.96 # \$784.00	
SPRAY COLORANT	40	GL	\$27.50 GL \$1,100.00	\$28.80 GL \$1,152.00	\$20.79 GL \$831.68	\$20.79 GL \$831.68	\$59.00 GL \$2,360.00	\$59.00 GL \$2,360.00	
TRICURE PELLETS	30	PL	\$12.00 PL \$432.00	\$11.21 PL \$403.62	\$0.00 PL \$0.00	\$0.00 PL \$0.00	\$13.75 PL \$440.00	\$13.75 PL \$440.00	
TRICURE LIQUID	30	GL	\$55.00 GL \$1,650.00	\$58.00 GL \$1,740.00	\$41.34 GL \$1,240.20	\$41.34 GL \$1,240.20	\$50.00 GL \$1,500.00	\$50.00 GL \$1,500.00	

VENDOR		REGAL	BWI	SITE ONE	HARRELLS
BLACK ONYX	80	\$0.00 PK	\$17.31 PK	\$12.49 PK	\$1.24 PK
DYE		\$0.00	\$1,385.00	\$999.40	\$99.00

\*1 This was bid as a liquid formulation which is not what was specified.

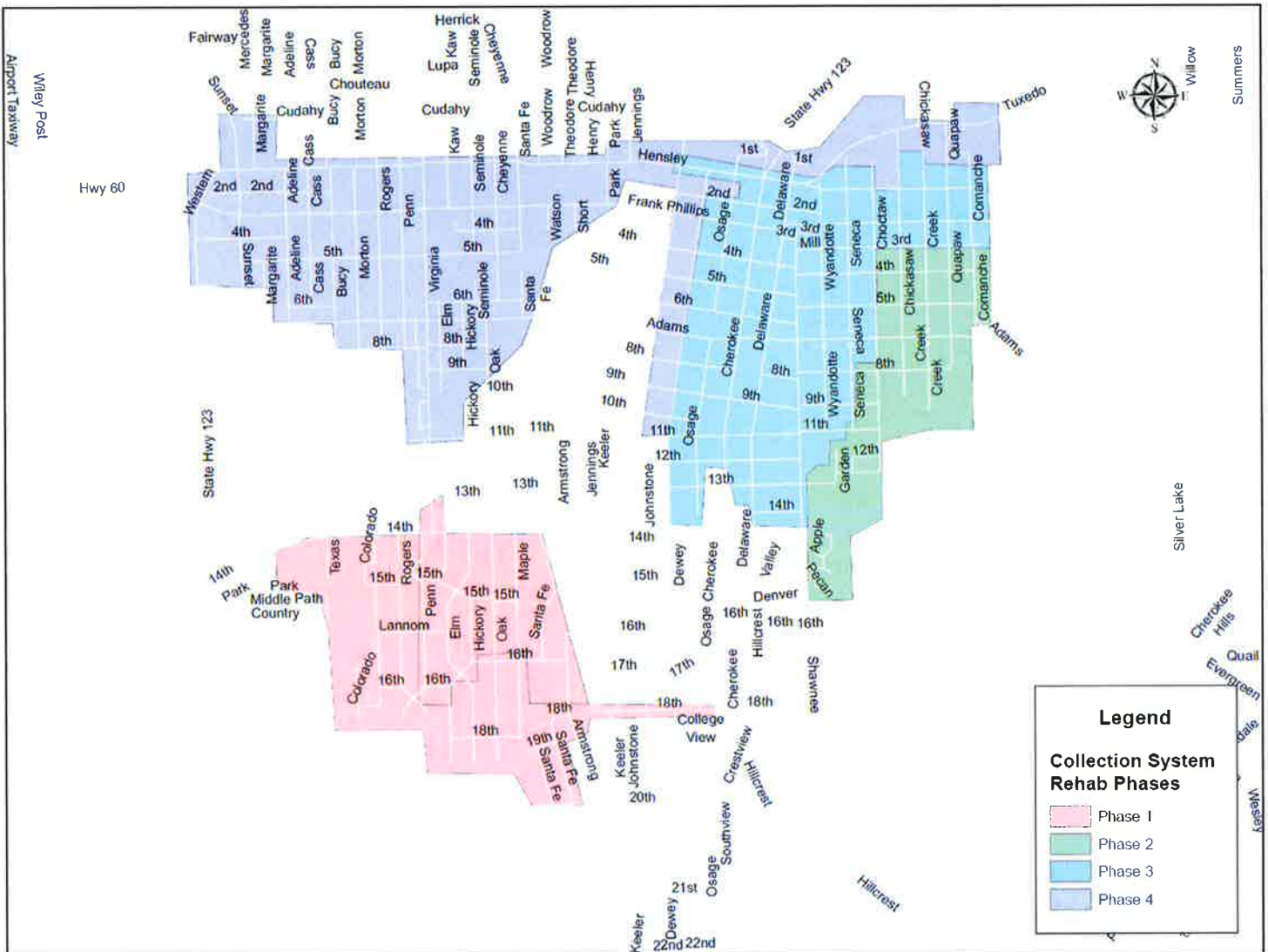
\*2 Active ingredient is less than the specifications require.

# BID REVIEW RECOMMENDATION

**Date:** March 30, 2017  
**Project:** 2016 Wastewater Collection System Rehabilitation (Phase 4)  
**Bid No:** 2016-2017-034  
**Department:** Engineering & Water Utilities Department  
**Budget Amount and Source of Fund:** \$1,300,000 – Wastewater Regulatory Fund

**PROJECT DESCRIPTION:**

In 2014, a Sanitary Sewer Evaluation Survey (SSES) was completed that quantified areas of high storm water inflow and infiltration into the City’s wastewater collection system. This study, which was mandated through an Oklahoma Department of Environmental Quality’s (ODEQ) consent order, recommended collection system improvements to reduce this inflow and infiltration. Due to the amount of collection system rehab discovered by the SSES, a multi-phase approach for these improvements was approved by the ODEQ, and is shown below. Note, phases 1 & 2 have been completed and phase 3 is currently under construction. Phase 4 has been bid and staff is ready to award the contract.



**COMMENTS:**

In addition to advertising the project in the local newspaper and various nationwide construction news and bid report organizations; nine (9) bid invitations were mailed to regional contractors. Seven (7) contractors picked up plans and five (5) submitted bids. Shown below were the bidders and their bid amounts.

Contractor	Total
Sapulpa Digging (Sapulpa, OK)	\$874,042.00
T-G Excavating (Catoosa, OK)	\$876,424.00
IPR South Central, LLC (Pasadena, TX)	\$1,096,929.10
Triangle Construction & Utilities (Tulsa, OK)	\$1,132,546.00
Tri-Star Utilities (Independence, KS)	\$1,513,416.50

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. All the bids had the necessary components. The bid by T-G Excavating had an arithmetic error, but did not change the order of the bids. The rest of the bids were totaled correctly.

**BUDGET AMOUNT:**

\$1,300,000 is the total budget available for the project. The total bid from Sapulpa Digging, who is the low bidder, is \$874,042.00, which is \$425,958.00 under the available budget amount.

**RECOMMENDATION:**

Sapulpa Digging has been in business since 1979 and specializes in utility (water and sanitary sewer) type projects and has completed numerous sanitary sewer rehabilitation projects in the surrounding area. Sapulpa Digging has extensive experience in wastewater collection system improvements and the project is well within their technical and financial capabilities. Sapulpa Digging was awarded the bid for the Phase 3 improvements and is currently under construction. To date they have been doing an excellent job for the City of Bartlesville.

Tetra Tech is the design consultant for the project and has recommended awarding the project to the low bidder, Sapulpa Digging, Inc. of Sapulpa, Oklahoma. Staff recommends moving forward with this recommendation and awarding the contract to Sapulpa Digging in the amount of \$874,042.00.

  
\_\_\_\_\_  
Council Member or Staff Member

3/30/17  
\_\_\_\_\_  
Date





**TETRA TECH**

March 28, 2017

Mr. Ed Gordon, City Manager  
City of Bartlesville  
401 S. Johnstone Avenue  
Bartlesville, Oklahoma 74003

**RE: AWARD RECOMMENDATION  
2016 WASTEWATER COLLECTION SYSTEM  
REHABILITATION, PHASE 4  
BARTLESVILLE, OKLAHOMA**

Dear Mr. Gordon:

Attached is a copy of the Tabulation of Bids for the above-referenced project. We have reviewed the five bids received and recommend that the project be awarded to the apparent low bidder, Sapulpa Digging, Inc., of Sapulpa, Oklahoma, in the amount of \$874,042.00.

If you have any questions, please contact the undersigned.

Sincerely,

Tetra Tech

Ryan Mittasch, P.E.  
Project Manager



Date

RM/lv  
Enclosures

cc: Les Gregg, Sapulpa Digging, Inc.

P:\11458\200-11458-16001\Construction\BidSupport\Phase 4\Award Recommendation doc

QTY.	UNIT	918-671-5170			918-266-4736			832-252-4800			918-933-4151			620-33
		U.PRICE	TOTAL COST	U.PRICE	TOTAL COST	U.PRICE	TOTAL COST	U.PRICE	TOTAL COST	U.PRICE	TOTAL COST	U.PRICE	TOTAL COST	
1	(EA)	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	2,000.00	2,000.00	\$1,500.00
8	(EA)	\$3,000.00	\$24,000.00	\$2,500.00	\$20,000.00	\$1,500.00	\$12,000.00	\$3,750.00	\$30,000.00	\$3,750.00	\$30,000.00	3,000.00	24,000.00	\$5,000.00
2	(EA)	\$3,500.00	\$7,000.00	\$2,600.00	\$5,200.00	\$1,800.00	\$3,600.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	3,200.00	6,400.00	\$5,500.00
1	(EA)	\$4,250.00	\$4,250.00	\$3,500.00	\$3,500.00	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	4,500.00	4,500.00	\$8,500.00
5	(LF)	\$200.00	\$1,000.00	\$100.00	\$500.00	\$60.00	\$300.00	\$120.00	\$600.00	\$120.00	\$600.00	200.00	1,000.00	\$50.00
24	(LF)	\$225.00	\$5,400.00	\$125.00	\$3,000.00	\$100.00	\$2,400.00	\$130.00	\$3,120.00	\$130.00	\$3,120.00	225.00	5,400.00	\$150.00
4	(LF)	\$250.00	\$1,000.00	\$125.00	\$500.00	\$100.00	\$400.00	\$140.00	\$560.00	\$140.00	\$560.00	250.00	1,000.00	\$160.00
5	(LF)	\$300.00	\$1,500.00	\$200.00	\$1,000.00	\$100.00	\$500.00	\$175.00	\$875.00	\$175.00	\$875.00	300.00	1,500.00	\$250.00
2795	(LF)	\$60.00	\$167,700.00	\$60.00	\$167,700.00	\$55.00	\$153,725.00	\$32.00	\$89,440.00	\$32.00	\$89,440.00	60.00	167,700.00	\$50.00
50	(LF)	\$70.00	\$3,500.00	\$60.00	\$3,000.00	\$55.00	\$2,750.00	\$36.00	\$1,800.00	\$36.00	\$1,800.00	65.00	3,250.00	\$50.00
353	(LF)	\$80.00	\$28,240.00	\$80.00	\$28,240.00	\$60.00	\$21,180.00	\$40.00	\$14,120.00	\$40.00	\$14,120.00	80.00	28,240.00	\$65.00
3879	(LF)	\$85.00	\$329,715.00	\$65.00	\$252,135.00	\$68.00	\$263,772.00	\$58.00	\$224,982.00	\$58.00	\$224,982.00	70.00	271,530.00	\$111.50
1288	(LF)	\$110.00	\$141,680.00	\$65.00	\$83,720.00	\$70.00	\$90,160.00	\$70.00	\$90,160.00	\$70.00	\$90,160.00	75.00	96,600.00	\$121.50
530	(LF)	\$120.00	\$63,600.00	\$70.00	\$37,100.00	\$75.00	\$39,750.00	\$85.00	\$45,050.00	\$85.00	\$45,050.00	95.00	50,350.00	\$125.00
893	(LF)	\$90.00	\$80,370.00	\$80.00	\$71,440.00	\$90.00	\$80,370.00	\$110.00	\$98,230.00	\$110.00	\$98,230.00	120.00	107,160.00	\$111.50
50	(LF)	\$95.00	\$4,750.00	\$80.00	\$4,000.00	\$95.00	\$4,750.00	\$120.00	\$6,000.00	\$120.00	\$6,000.00	140.00	7,000.00	\$121.50
484	(LF)	\$100.00	\$48,400.00	\$85.00	\$41,140.00	\$120.00	\$58,080.00	\$130.00	\$62,920.00	\$130.00	\$62,920.00	190.00	91,960.00	\$125.00
172	(EA)	\$450.00	\$77,400.00	\$125.00	\$21,500.00	\$172.00	\$172.00	\$975.00	\$167,700.00	\$975.00	\$167,700.00	350.00	60,200.00	\$1,500.00
250	(LF)	\$35.00	\$8,750.00	\$30.00	\$7,500.00	\$20.00	\$5,000.00	\$60.00	\$15,000.00	\$60.00	\$15,000.00	35.00	8,750.00	\$40.00
12339	(LF)	\$4.00	\$49,356.00	\$3.00	\$37,017.00	\$4.00	\$49,356.00	\$3.90	\$48,122.10	\$3.90	\$48,122.10	4.00	49,356.00	\$3.50
1	(EA)	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	2,500.00	2,500.00	\$3,500.00
1	(EA)	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	1,500.00	1,500.00	\$2,500.00
1	(EA)	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	4,000.00	4,000.00	\$4,500.00
1	(VF)	\$250.00	\$250.00	\$400.00	\$400.00	\$450.00	\$450.00	\$400.00	\$400.00	\$400.00	\$400.00	250.00	250.00	\$150.00
1	(EA)	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	5,500.00	5,500.00	\$5,000.00
3	(VF)	\$300.00	\$900.00	\$400.00	\$1,200.00	\$475.00	\$1,425.00	\$650.00	\$1,950.00	\$650.00	\$1,950.00	300.00	900.00	\$250.00
1	(EA)	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	8,000.00	8,000.00	\$10,000.00
5	(VF)	\$400.00	\$2,000.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	400.00	2,000.00	\$500.00
1	(LS)	\$45,000.00	\$45,000.00	\$5,000.00	\$5,000.00	\$10,184.00	\$10,184.00	\$54,900.00	\$54,900.00	\$54,900.00	\$54,900.00	65,000.00	65,000.00	\$69,500.00
1	(LS)	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	5,000.00	5,000.00	\$500.00
1	Allow	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	50,000.00	50,000.00	\$50,000.00
			<b>\$1,169,461.00</b>		<b>\$874,042.00</b>		<b>\$876,424.00</b>		<b>\$1,096,929.10</b>		<b>\$1,132,546.00</b>			

If Bids on this Tabulation of Bids were received in



**bartlesville**  
development authority  
CONNECTED / CREATIVE / VIBRANT

---

# David Wood

Bartlesville Development Authority, President



Priority | Bargains

# Priority Bargains Outlet

---

Priority Bargains Outlet is a liquidation outlet with a virtual store front and a physical store front in Bartlesville OK. Priority Bargains Outlet is a 2014 graduate of the Tri-County Technology Center business incubator program. In 2016 they incorporated as a Limited Liability Company with a broad expansion plan, including stores in Owasso, Enid, Norman, Wichita KS, and Joplin MO.

Priority Bargains Outlet is actively seeking a sort and store distribution facility in Bartlesville Industrial Park.



Priority | Bargains

# Expansion

---

- Priority Bargains Owasso – New retail liquidation outlet in Owasso will be a carbon copy of the Bartlesville location. Future expansion would include Enid, Norman, Wichita KS, and Joplin MO
- Amazon Store –Anticipate 20 packages a day by early 2018
- eBay Anchor Store – Vast expansion of eBay store will include new and refurbished items. Anticipate 50 packages a day by early 2018
- Facility is designed to expand from 4,000 sqft to 8,000 sqft, and eventually to 12,000 sqft with each new retail store added
- Currently employs 6
- Increase to 11 with new distribution center by the end of 2017
- An additional 3 in 2018



Husky Portable  
Containment

ONG

CMS

United Linen

Springs Global  
US Inc.

ABB



Husky Portable  
Containment

ONG

CMS

United Linen

Springs Global  
US Inc.

ABB



Husky Portable  
Containment

ONG

CMS

United Linen

Springs Global  
US Inc.

ABB





Priority | Bargains

# Terms

---

- Financing approved (subject to land conveyance)
- Second mortgage (subordinate to primary lender)
- Claw-back provision (5 year forgivable)
- Open in <180 days



Priority | Bargains

---

# Requested Action:

Approve the proposal to provide up to 2.3 acres of land, lot 16, in the Bartlesville Industrial Park to Priority Bargains Outlet for the construction of a new 4,000 sqft warehouse.



ACCOUNTING AND FINANCE

MEMORANDUM

**TO:** Ed Gordon, City Manager  
**FROM:** Mike Bailey, Administrative Director/CFO  
**SUBJECT:** Agreement between the City of Bartlesville and Tyler Technologies for implementation of an Enterprise Resource Management System.

---

**GENERAL INFORMATION:**

On March 20, 2017, the City Council heard a presentation on the City's ERP solicitation results. Staff's recommendation was to award the agreement to Tyler Technologies for their Munis product. At the meeting, the Council had several questions primarily relating to the product that Tyler proposed and Tyler's other products. Following that meeting, Staff contacted the City's Tyler representative with several follow up questions. Tyler's detailed response was forwarded to the City Council for their review.

Staff has included a brief synopsis of Tyler's response in this memo below in the form of a Q&A.

1. Can you explain the differences between Munis and Incode?  
Munis is a more advanced product that includes better technology and more functionality. At a glance, Incode will not include the following modules: Contract Management, Grant Management, Employee Expense Reimbursement (online), eProcurement/Vendor Self Service, Advance Work Order System to include all aspects the City might need, including Fleet Management, and BMI Asset and Inventory Scanning.
2. Can you explain why Tyler quoted Munis instead of Incode?  
Munis was proposed based on Tyler's experience with the needs of cities Bartlesville's size, and it better met the City's specs.
3. Can you explain if Incode meets the City's specs?  
It does not meet specs nearly as well as Munis.
4. If it doesn't meet our specs, can you explain where and what doesn't?  
See number one above or the attached quote for additional information.
5. What are the cost differences between Munis and Incode?  

<b>Incode:</b>	Implementation	\$1,248,740	Annual maintenance	\$134,818
<b>Munis:</b>	Implementation	\$1,311,047	Annual maintenance	\$74,111

Tyler appears to be very motivated to introduce Munis to the Oklahoma market and has discounted Munis accordingly. Incode however, already enjoys a substantial market share in Oklahoma and did not receive the same level of discounts as Munis. With the higher annual maintenance of Incode, the prices are nearly identical after the first year's support payment, and Incode will have a substantially higher 5 and 10 year cost of ownership.

**Page 2**

Attached to this memo are the previous memo which contains greater detail on the City’s process for selection of an ERP product and the proposed agreement from Tyler. I have included the pricing, budgetary, and Staff recommendation information from the Council’s previous discussion again below.

The City of Bartlesville currently has \$1,000,000 budgeted for this project from the following sources:

2012 GO Bond Fund	\$125,000
Capital Reserve Fund:	
General Fund	\$50,000
Wastewater	\$275,000
Water	\$275,000
Sanitation	\$275,000

Due to the structure of the contract and the non-appropriation clause that it contains, the City technically only needs to encumber \$532,731 for this fiscal year. An additional \$621,666 will need to be appropriated in FY 2018, \$131,450 in FY 2019, and \$25,200 in FY 2020. The non-appropriation clause allows the City to cancel the project at any point that there is insufficient budget available.

However, it would be impractical to do cancel this contract in the middle of any phase. The four distinct products being purchased by the City as part of this ERP are Finance, HRIS, EnerGov, and Work Orders. The scheduling and costs associated with each phase are listed below:

Phase	Cost	Start Date	Length of Phase
Finance	\$ 608,331	Apr-17	12 mos
HRIS	\$ 235,188	Oct-17	12 mos
EnerGov	\$ 394,878	May-18	12 mos
Work Order/Fixed Assets	\$ 72,650	Nov-18	7 mos

Staff would recommend that sufficient funds be encumbered to ensure completion of the Finance and HRIS phases for a total of \$843,519 immediately. This will leave \$156,481 of the current appropriation, which staff will recommend allocating to a further agreement with GFOA to take the City through the full implementation process. GFOA’s assistance has been invaluable up to this point, and staff believes that their assistance is necessary to ensure proper implementation of this critical investment.

This would mean that approximately \$394,878 will need to be allocated from capital funds in the next budget in order to continue the implementation through the EnerGov module, and another \$72,650 will need to be allocated in FY 2019 for the Work Order/Fixed Assets module. Staff is confident that the additional funds will be available in future years through a combination of Enterprise and General fund capital resources.

Attached to this memo are all of the documents necessary to execute the agreement with Tyler Technologies. The main document is the License and Service Agreement which also incorporates the following attached exhibits: Investment Summary, Invoicing and Payment Policy, Maintenance and Support Agreement, Third Party Terms, and the Statement of Work.

Please schedule this item for presentation and approval at the next City Council meeting.

**Page 3**

**COUNCIL ACTION REQUESTED:**

Approve the attached agreement to award the City's ERP project to Tyler Technologies.



## ACCOUNTING AND FINANCE

### MEMORANDUM

**TO:** Ed Gordon, City Manager

**FROM:** Mike Bailey, Administrative Director/CFO

**SUBJECT:** Agreement between the City of Bartlesville and Tyler Technologies for implementation of an Enterprise Resource Management System.

---

#### GENERAL INFORMATION:

In June of 2015, the City of Bartlesville entered into an agreement with Governmental Finance Officers Association (GFOA) to provide professional services related to the selection of a new Enterprise Resource Planning (ERP) system. The agreement with GFOA consisted of several components.

1. Existing business process analysis – this process mapped the City’s processes as they currently existed
2. Process Design and Requirements – this process made suggestions for changes to the existing processes and developed the requirements for the ERP system
3. RFP Draft – this phase developed the Request for Proposals (RFP) that was sent to vendors. This is similar to bid specs for a construction project.
4. Governance Support – GFOA agreed to provide support in developing a governance model for implementation of the ERP and other changes identified during this process
5. System Selection – GFOA assisted the City during the system selection process. This process consisted of several steps.
  - a. Solicited written proposals
  - b. Narrowed the possible candidates to 2 and facilitated software demonstrations
  - c. Discovery process where all follow-up questions and concerns were addressed
6. Contract negotiations – GFOA assisted the City during contract negotiations to ensure that both the agreement and statement of work adhered to the City’s RFP and accepted industry standards

The City and GFOA have moved through this entire process and now have a recommendation for the City Council. Staff and GFOA are recommending that Council award the contract to Tyler Technologies in the amount of \$1,311,047.

The City received 5 proposals from 4 vendors. 3 of the proposals involved On Premise systems (the City’s preference), and 2 of the proposals were for SaaS (software as a service). The On Premise systems typically have higher initial costs but save money on annual fees in the long run. The SaaS systems are exactly the opposite with low initial costs but much higher annual fees.

Below is a table that shows the initial, average annual support, 5 yr, and 10 yr costs for each system.

<b>Vendor/Type</b>	<b>1st Year Total</b>	<b>Avg Annual</b>	<b>5 Yr Total</b>	<b>10 Yr Total</b>
Tyler - On Premises	1,315,247	96,254	1,644,495	2,256,248
Harris - On Premises	525,926	101,119	881,659	1,435,995
Quintel - On Premises	1,920,149	72,348	2,188,292	2,571,282
Quintel - Hosted SaaS	547,368	547,368	2,736,840	5,473,680
Artha - Hosted SaaS	715,720	330,720	2,038,600	3,692,200

The table further illustrates that On Premises systems have greater initial costs but SaaS systems have much greater life-cycle costs. Of the 3 On Premises proposals, the City elected to receive on-site demos for 2 systems, Tyler and Harris.

Harris is the company that created the legacy ERP system that the City currently utilizes. Due to this, the Harris product carries a lower initial cost, since they will allow us to “upgrade” our existing ERP licenses to their current flag ship product, Innoprise.

Tyler is a major player in governmental ERP systems. They primarily offer two platforms, Incode and Munis. Incode is a system designed for smaller governments that is the most popular ERP among small to medium Oklahoma municipalities. Munis is a much more robust ERP system that is intended for use by medium to large governments. Munis is used by a number of municipalities in Oklahoma and is currently being implemented by the City of Tulsa.

A large and diverse group of City Staff subject matter experts participated in the demos. Each staff member asked questions, participated in live processing, and was allowed to request additional information from both vendors. Ultimately, all staff members gave their opinion on their preferred system. The unanimous choice was Tyler’s Munis.

The functionality, simplicity, and intuitiveness of the two systems was barely comparable. Munis was clearly a superior product. There are a number of advantages to Munis, but besides the functionality, one of the greatest benefits is that they will always upgrade the City to the latest version of their product at no charge. This is not and never has been the case with Harris.

Every municipality that I have spoken with about Tyler’s service and support were very happy with the level they received. The City of Bartlesville’s experience with Harris has not been as positive and has been a source of great conflict in the past.

After Tyler was elevated to contract negotiations, GFOA and the City began negotiating a contract with Tyler. After several iterations and thorough reviews by GFOA staff, city staff, and the City Attorney, a final version of the contract and statement of work were agreed upon. During the negotiations, unnecessary services related to HR were removed which reduced the original proposed cost from \$1,315,247 to the proposed cost of \$1,311,047.

**Page 3**

The City of Bartlesville currently has \$1,000,000 budgeted for this project from the following sources:

2012 GO Bond Fund	\$125,000
Capital Reserve Fund:	
General Fund	\$50,000
Wastewater	\$275,000
Water	\$275,000
Sanitation	\$275,000

Due to the structure of the contract and the non-appropriation clause that it contains, the City technically only needs to encumber \$532,731 for this fiscal year. An additional \$621,666 will need to be appropriated in FY 2018, \$131,450 in FY 2019, and \$25,200 in FY 2020. The non-appropriation clause allows the City to cancel the project at any point that there is insufficient budget available.

However, it would be impractical to do cancel this contract in the middle of any phase. The four distinct products being purchased by the City as part of this ERP are Finance, HRIS, EnerGov, and Work Orders. The scheduling and costs associated with each phase are listed below:

Phase	Cost	Start Date	Length of Phase
Finance	\$ 608,331	Apr-17	12 mos
HRIS	\$ 235,188	Oct-17	12 mos
EnerGov	\$ 394,878	May-18	12 mos
Work Order/Fixed Assets	\$ 72,650	Nov-18	7 mos

Staff would recommend that sufficient funds be encumbered to ensure completion of the Finance and HRIS phases for a total of \$843,519 immediately. This will leave \$156,481 of the current appropriation, which staff will recommend allocating to a further agreement with GFOA to take the City through the full implementation process. GFOA's assistance has been invaluable up to this point, and staff believes that their assistance is necessary to ensure proper implementation of this critical investment.

This would mean that approximately \$394,878 will need to be allocated from capital funds in the next budget in order to continue the implementation through the EnerGov module, and another \$72,650 will need to be allocated in FY 2019 for the Work Order/Fixed Assets module. Staff is confident that the additional funds will be available in future years through a combination of Enterprise and General fund capital resources.

Attached to this email are all of the documents necessary to execute the agreement with Tyler Technologies. The main document is the License and Service Agreement which also incorporates the following attached exhibits: Investment Summary, Invoicing and Payment Policy, Maintenance and Support Agreement, Third Party Terms, and the Statement of Work.

Please schedule this item for presentation and approval at the next City Council meeting.

**COUNCIL ACTION REQUESTED:**

Approve the attached agreement to award the City's ERP project to Tyler Technologies.





## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Client”** means the City of Bartlesville, Oklahoma.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the Functional Requirements Responses as indicated in Exhibit F, or other Tyler Documentation. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation. Notwithstanding the foregoing, the Functional Requirements Responses as indicated in Exhibit F shall control over the Documentation, through one (1) year from Final Acceptance, in the event of conflict. Thereafter, the then-current Documentation shall control.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation that we make generally available to our clients related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Final Acceptance”** shall have the meaning set forth in Section C(9).
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means Exhibit A.
- **“Invoicing and Payment Policy”** means Exhibit B.
- **“Maintenance and Support Agreement”** means Exhibit C.
- **“Priority Level 1 Defect”** means a support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Client’s remote location; or (c) systemic loss of multiple essential system functions.
- **“Statement of Work”** or **“SOW”** means Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means, as of the Effective Date, the DocOrigin software embedded in the Tyler Forms Processing module listed in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup, training, testing, and disaster recovery purposes, so long as such more than one of the copies is not used in production at the same time and the testing and training is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees or other representatives bound to the terms of this Agreement for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer. A failure by Client to provide such advance written notice shall not be considered a breach of this Agreement. The foregoing notwithstanding, Client shall be solely responsible for ensuring that any replacement hardware system is compatible with the Tyler Software licensed by the Client.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

### 2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment

Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement. Should we be unable to cure the Defect, we will provide a functional equivalent. If we cannot provide a functional equivalent, then we will issue you a refund according to the following schedule:
  - i. For uncured Defects or lack of replacement product for Defective Tyler Software that arise within forty-five (45) calendar days following Final Acceptance, we will refund you the fees paid for the Defective Tyler Software.
  - ii. For uncured Defects or lack of a replacement product for Defective Tyler Software that arise after forty-five (45) calendar days following Final Acceptance, we will refund you the fees paid for the Defective Tyler Software, as depreciated on a straight-line basis over a seven (7) year period commencing 24 months from the Effective Date.
  - iii. Alternatively, the parties may agree to amend this Agreement to set out a process for resolving the Defect in some other, mutually agreeable fashion.

### **SECTION C – PROFESSIONAL SERVICES**

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in accordance with the milestones set forth in Exhibit B – Invoicing and Payment Policy, which are based on the amounts set forth in the Investment Summary.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our judgement and expertise. If changes to the scope of services is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining any changes in costs for the revised scope of services. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. The Client is not responsible for providing payment for any services performed outside the scope of services without a written and agreed upon addendum.

The parties agree that during project implementation, the payment terms for change orders or addendums for additional services or products will conform, to the extent feasible, to the payment milestones in Exhibit B. Change orders or addendums executed after project implementation has

been completed will conform to Tyler's standard payment terms unless otherwise negotiated by the parties.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, to the extent services are provided on a non-milestone basis, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments. You will work with us to adjust the project schedule to accommodate the impact of your cancellation. We reserve the right to demand immediate payment for services already provided on a services milestone where your cancellation delays our ability to remain on schedule to hit a milestone, as set forth in the Invoicing and Payment Policy.
5. Services Warranty. We will perform the services described in the SOW in a professional workmanlike manner, consistent with industry standards, and sufficient to complete the services described in the SOW. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any Client security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Key Personnel. The Client will have the right to interview and review resumes containing information on past client assignments including dates of engagement, role, and client for Key Personnel, as defined by the Statement of Work, assigned to the Client's project prior to each resource beginning work on the Client's project. Tyler will provide resumes listing past project experience, the role performed at each project, and dates of engagement with the project at least ten (10) days prior to any Key Personnel beginning work on the Client's project. Client shall have the right to dismiss Key Personnel from the project. Tyler shall not remove or transfer a person filling a Key Personnel role without the prior written approval of the Client, which approval shall not be unreasonably withheld. In the event that Key Personnel are removed from the project for reasons outside the Client's control or without the Client's permission, Tyler and the Client shall agree to a

plan to acclimate new personnel to the Client's project, resources, and policies. If possible, Tyler shall identify replacement personnel and complete transition prior to Key Personnel being removed. Such transition process will include shadowing, on-site planning meetings, including participation in steering committee meetings, and document review.

9. Tyler Software Acceptance.

9.1 The Client will use a two-staged acceptance process for each Phase, as defined in the SOW.

Upon verification by Tyler that the System, including the Tyler Software and any Third Party Products, will meet all requirements listed in Exhibit F for the respective Phase, Tyler shall provide notification to the Client that it can begin testing "pre-live testing."

9.1.1 For "pre-live testing" the Client shall have a minimum of forty-five (45) calendar days to test the System in a non-production environment for any Defects. If there are no Defects identified during pre-live testing, Client shall notify Tyler that "Conditional Acceptance" has been achieved. In the event that Client identifies any Defects, Client shall notify Tyler in writing. Tyler will correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s) and Client may repeat pre-live testing for a mutually agreeable time period, not to exceed fifteen (15) days. This procedure shall repeat until Client's confirmation that Conditional Acceptance has been achieved or Tyler and the Client make decision to move system to production environment.

9.2 Once the System has been moved and client begins using the System in a production environment, Client will begin "post-live testing."

9.2.1 Client will have a minimum of sixty (60) calendar days to test the System in in a live production environment for any Defects and to verify that all Services have been completed and that the Tyler Software and Third Party Products conform to the Documentation (the Project Requirements). If there are no Defects identified during **post-live** testing or any outstanding Project Requirements, Client shall issue "Final Acceptance." Upon "Final Acceptance of the last Phase of the project, Client shall also grant "Project Closure." If Client determines that there is a Defect or outstanding Project Requirement, Client will notify Tyler in writing. Tyler will correct the Defect(s) and resolve outstanding issues or provide a mutually agreeable plan for future resolution of any Defect(s) or Project Requirement. Upon resolution, Client may repeat the post-live testing for a mutually agreeable time period, not to exceed fifteen (15) days. This procedure shall repeat until all Defects have been resolved and Project Requirements satisfied or the Client and Tyler in their reasonable discretion mutually agree to an alternative schedule for issue resolution and the Client issues Final Acceptance.

## **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you renew maintenance and support services after the free period, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you opt not to renew ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Tyler Software license fees for the Tyler Forms Processing module, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms set forth in Schedule 1 to Exhibit D.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products. We further warrant that the Tyler Software will integrate with the Third Party Software without Defect, as set forth in Section B(4)..
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address

the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

5. DocOrigin Software. Notwithstanding any provision to the contrary in the DocOrigin EULA, Tyler is authorized by OF Software, Ltd. to agree to the following: The DocOrigin EULA shall be governed by the laws of the State of Texas, and venue shall be in a federal or state court in or serving Dallas County, Texas.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties and requirements in this Agreement or identify errors with the invoice, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment for invoices actually in dispute. In the event of a dispute relating to only certain line items in an invoice, we, at our option, may either (a) wait to collect on the full invoice until the disputed line items are resolved according to the provisions of this Section F(2); or (b) void the initial invoice, reissue an invoice for the undisputed line items only, and issue an invoice for the disputed line items once those line items are resolved according to the provisions of this Section F(2). If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of any amounts included on the invoice for work completed by Tyler. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

## **SECTION G – TERMINATION**

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you

have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. Termination for Convenience. The Client may terminate this Agreement for convenience after thirty (30) days advance written notice. In the event of such termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
5. Disentanglement. In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum, Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to the Client, or to any replacement providers designated by the Client (a "Disentanglement"). The parties shall reasonably cooperate during Disentanglement. Client shall reimburse Tyler for Disentanglement services provided by Tyler at Tyler's then-current rates, plus reasonable costs and expenses, as set forth in the parties' executed change order or addendum.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend and hold you harmless against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you and you had reasonable opportunity to install the current version; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third



parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use, at no additional cost to you; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. If we pursue either option (b) or (c), then we agree that any modification or replacement will not render the Tyler Software Defective, and will be made available, along with then-current Documentation, at no additional cost to you. In the event we pursue option (d), then we will follow the process set forth in Section G(5), but any reasonably requested Disentanglement services shall be provided at no cost to Client. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement; however, we will not agree to a settlement that requires you to perform or abstain from any action (including but not limited to making a payment) without your consent, not to be unreasonably withheld, and we will not agree to any other settlement without giving you advance notice thereof and a reasonable opportunity to provide feedback on that proposed settlement, which feedback we will consider in good faith. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, TWO (2) TIMES THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, TWO (2) TIMES THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000 by claim and \$2,000,000 in the aggregate; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance within ten (10) business days following execution of this Agreement by Tyler.
  - i. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers which are licensed to do business in Oklahoma. If the term of this Agreement coincides with the term of Tyler's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the Client no later than thirty (30) days after the effective date of the policy.
  - ii. We will provide you with at least thirty (30) days' notice of cancellation of coverage.
  - iii. If Tyler desires to self-insure any or all of the coverages listed in this section, it shall provide to the Client documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of Tyler's insurance. Any coverage which is self-insured shall provide the same coverage, limits and benefits as the coverages listed in this section.
  - iv. If Tyler fails to obtain or maintain the required insurance, the Client shall have the right to treat such failure as a material breach of the Agreement and to exercise all appropriate

rights and remedies.

- v. All subcontractors approved by the parties shall be required to carry insurance which meets the minimum requirements set forth in this section.

## **SECTION I – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule, subject to applicable public records laws. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. In carrying out the terms of this Agreement, both parties agree not to discriminate against any employee or potential employee concerning the performance of each party's responsibilities under this Agreement. In accordance with applicable law, this discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your

project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. Tyler is deemed an Independent Contractor and shall not during the term of this Agreement assign, subcontract, transfer, or otherwise delegate all or part of its obligations or responsibilities without prior written approval of the Client, except as otherwise set forth in Section I(8). No relationship of employer-employee is intended nor created by this Agreement. Tyler is not entitled to any benefits from the Client, including but not limited to, Worker's Compensation, unemployment insurance or benefits, retirement benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. Tyler expressly agrees and acknowledges that the Client will deduct no employment taxes from any compensation paid to Tyler and that Tyler will be responsible for the payment of all taxes whatsoever in connection with any compensation received from the Client.

Tyler further agrees and acknowledges that Tyler is not authorized under the terms of this Agreement to bind the Client in any contractual undertakings with any third parties as a result of the within Agreement and Tyler will not make any representation that it is capable of binding the Client.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple

originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

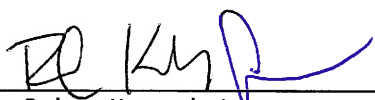
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents & Order of Precedence. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
- Exhibit C Maintenance and Support Agreement
  - Schedule 1: Support Call Process
- Exhibit D Third Party Terms
  - Schedule 1 – DocOrigin EULA
  - Schedule 2 - BMI AssetTrak EULA
  - Schedule 3 – BMI Collect-IT EULA
  - Schedule 4 – BMI TransTrak EULA
  - Schedule 5 - MyGovPay/VirtualPay and IVR
- Exhibit E Statement of Work
- Exhibit F Functional Requirements Responses

Tyler Technologies, Inc.

City of Bartlesville

By:   
Name: Robert Kennedy-Jensen  
Title: Senior Corporate Attorney  
Date: March 14, 2017

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Associate General Counsel

Address for Notices:

City of Bartlesville  
401 Johnstone Ave  
Bartlesville, OK 74003  
Attention: \_\_\_\_\_



**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: David Carl  
 Date: 3/3/2017  
 Quote Expiration: 11/2/2016  
 Quote Name: City of Bartlesville-ERP-MUNIS  
 Quote Number: 2016-20198  
 Quote Description: City of Bartlesville Tyler Munis Quote v5 030317

**Sales Quotation For**

City of Bartlesville  
 401 Johnstone Ave  
 Bartlesville, Oklahoma 74003  
 Phone (918) 376-1550

**Tyler Software and Related Services**

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Accounting/GL/BG/AP	\$53,550.00	0	\$0.00	\$7,500.00	\$61,050.00	\$9,639.00
BMI Asset Track Interface	\$3,900.00	0	\$0.00	\$0.00	\$3,900.00	\$702.00
BMI CollectIT Interface	\$3,900.00	0	\$0.00	\$0.00	\$3,900.00	\$702.00
Capital Assets	\$12,300.00	0	\$0.00	\$4,800.00	\$17,100.00	\$2,214.00
Cash Management	\$10,250.00	0	\$0.00	\$0.00	\$10,250.00	\$1,845.00
Contract Management	\$6,050.00	0	\$0.00	\$4,000.00	\$10,050.00	\$1,089.00
Employee Expense Reimbursement	\$6,150.00	0	\$0.00	\$0.00	\$6,150.00	\$1,107.00
Inventory	\$11,300.00	0	\$0.00	\$4,700.00	\$16,000.00	\$2,034.00
Project & Grant Accounting	\$10,250.00	0	\$0.00	\$5,000.00	\$15,250.00	\$1,845.00
Purchase Orders	\$12,300.00	0	\$0.00	\$2,700.00	\$15,000.00	\$2,214.00
Requisitions	\$10,250.00	0	\$0.00	\$0.00	\$10,250.00	\$1,845.00
Standard Fuel Interface - SeeComments	\$3,900.00	0	\$0.00	\$0.00	\$3,900.00	\$702.00
Work Orders, Fleet & Facilities Management	\$14,100.00	0	\$0.00	\$12,000.00	\$26,100.00	\$2,538.00

**Human Capital Management:**



**Tyler Software and Related Services**

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Human Resources & Talent Management	\$7,700.00	0	\$0.00	\$0.00	\$7,700.00	\$1,386.00
Payroll w/ESS	\$16,100.00	0	\$0.00	\$14,600.00	\$30,700.00	\$2,898.00
Recruiting	\$2,750.00	0	\$0.00	\$0.00	\$2,750.00	\$495.00
<b>Revenue:</b>						
Accounts Receivable	\$11,000.00	0	\$0.00	\$0.00	\$11,000.00	\$1,980.00
General Billing	\$5,000.00	0	\$0.00	\$8,200.00	\$13,200.00	\$900.00
Tyler Cashiering	\$21,000.00	0	\$0.00	\$0.00	\$21,000.00	\$3,780.00
<b>Productivity:</b>						
Tyler Forms Processing	\$9,500.00	0	\$0.00	\$0.00	\$9,500.00	\$1,900.00
Tyler Content Manager SE	\$20,000.00	0	\$0.00	\$0.00	\$20,000.00	\$3,600.00
Tyler Content Manager Self-Service (SE)	\$5,000.00	0	\$0.00	\$0.00	\$5,000.00	\$900.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	0	\$0.00	\$0.00	\$5,000.00	\$900.00
Munis Analytics & Reporting	\$45,200.00	0	\$0.00	\$0.00	\$45,200.00	\$8,136.00
eProcurement	\$10,000.00	0	\$0.00	\$0.00	\$10,000.00	\$1,800.00
<b>Additional:</b>						
EnerGov Citizen Self-Service Permits & Inspections	\$11,200.00	0	\$0.00	\$0.00	\$11,200.00	\$2,240.00
EnerGov Citizen Self-Service Professional Licensing	\$11,200.00	0	\$0.00	\$0.00	\$11,200.00	\$2,240.00
EnerGov e-Reviews	\$21,000.00	0	\$0.00	\$0.00	\$21,000.00	\$4,200.00
EnerGov GIS (2)	\$1,000.00	0	\$0.00	\$0.00	\$1,000.00	\$200.00
EnerGov iG Workforce Apps (2 Apps)	\$1,400.00	0	\$0.00	\$0.00	\$1,400.00	\$280.00
EnerGov Permits & Inspections (10)	\$82,500.00	0	\$0.00	\$10,800.00	\$93,300.00	\$4,200.00
EnerGov Professional Licensing (10)	\$33,000.00	0	\$0.00	\$7,800.00	\$40,800.00	\$4,200.00
Sub-Total:	\$477,750.00		\$0.00	\$82,100.00	\$559,850.00	\$74,711.00
<i>Less Discount:</i>	<i>\$95,550.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$95,550.00</i>	<i>\$74,711.00</i>
<b>TOTAL:</b>	<b>\$382,200.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$82,100.00</b>	<b>\$464,300.00</b>	<b>\$0.00</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
EnerGov Implementation including expenses	1	\$152,578.00	\$0.00	\$152,578.00
EnerGov Permits & Code Forms Library (4 Forms)	1	\$2,400.00	\$0.00	\$2,400.00
EnerGov Professional Licensing Forms Library (2 Forms)	1	\$1,200.00	\$0.00	\$1,200.00
Financials Phase Implementation including expenses	1	\$180,479.00	\$0.00	\$180,479.00
Install Fee - New Server Install-WIN	1	\$6,000.00	\$0.00	\$6,000.00
Payroll Phase Implementation including expenses	1	\$141,438.00	\$0.00	\$141,438.00
P-Card Import Format W/Encumbrances	1	\$15,000.00	\$0.00	\$15,000.00
Project Management 30 Months including expenses	30	\$8,400.00	\$0.00	\$252,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Financial	1	\$1,800.00	\$0.00	\$1,800.00
Tyler Forms Library - General Billing	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Payroll	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Library - Personnel Action	1	\$1,000.00	\$0.00	\$1,000.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,400.00	\$0.00	\$2,400.00
Tyler PO Distribution - Level 3	1	\$1,500.00	\$0.00	\$1,500.00
Work Orders Phase Implementation including expenses	1	\$47,615.00	\$0.00	\$47,615.00
<b>TOTAL:</b>				<b>\$817,610.00</b>

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Data Terminal (PA692)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI-ASSETRACK-ARS for MUNIS (Incl. Install Fee)	1	\$6,490.00	\$0.00	\$6,490.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Additional Barcode Data Terminal (PA692)	1	\$2,975.00	\$0.00	\$2,975.00	\$0.00	\$0.00	\$0.00

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI CollectIT Barcode PrinterKit	1	\$1,295.00	\$0.00	\$1,295.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	\$6,490.00	\$0.00	\$6,490.00	\$0.00	\$0.00	\$0.00
BMI TransTrak Additional Barcode Data Terminal (PA692)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI Transtrak Fixed Asset Receiving System	1	\$3,345.00	\$0.00	\$3,345.00	\$0.00	\$0.00	\$0.00
Cash Drawer	1	\$230.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	1	\$385.00	\$0.00	\$385.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$25.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$29,137.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$29,137.00</b>			<b>\$0.00</b>

**Summary**

	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$382,200.00	\$0.00
Total Tyler Services	\$899,710.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$29,137.00	\$0.00
<b>Summary Total</b>	<b>\$1,311,047.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$1,311,047.00</b>	

**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable - Invoice	\$2,400.00	\$0.00	\$2,400.00
Accounts Payable Standard Master	\$1,600.00	\$0.00	\$1,600.00
Capital Assets - History	\$1,800.00	\$0.00	\$1,800.00
Capital Assets Std Master	\$3,000.00	\$0.00	\$3,000.00
Contracts	\$4,000.00	\$0.00	\$4,000.00
EnerGov Permits & Inspections - Applications	\$3,600.00	\$0.00	\$3,600.00
EnerGov Permits & Inspections - Inspections	\$2,400.00	\$0.00	\$2,400.00
EnerGov Permits & Inspections - Standard - Master	\$2,400.00	\$0.00	\$2,400.00
EnerGov Permits & Inspections - Violations	\$2,400.00	\$0.00	\$2,400.00
EnerGov Professional Licensing - Bills	\$3,600.00	\$0.00	\$3,600.00
EnerGov Professional Licensing Standard - LT Master, Customer Accounts	\$4,200.00	\$0.00	\$4,200.00
General Billing - Bills	\$4,000.00	\$0.00	\$4,000.00
General Billing - Recurring Invoices	\$2,700.00	\$0.00	\$2,700.00
General Billing Std CID	\$1,500.00	\$0.00	\$1,500.00
Inventory - Commodity Codes	\$1,200.00	\$0.00	\$1,200.00
Inventory Std Master	\$3,500.00	\$0.00	\$3,500.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Accumulators	\$1,400.00	\$0.00	\$1,400.00
Payroll - Check History	\$1,200.00	\$0.00	\$1,200.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Earning/Deduction Hist	\$2,500.00	\$0.00	\$2,500.00
Payroll - PM Action History	\$1,400.00	\$0.00	\$1,400.00
Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Payroll - State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00

**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting - Actuals	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting - Budgets	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Standard	\$2,000.00	\$0.00	\$2,000.00
Purchase Orders - Standard	\$2,700.00	\$0.00	\$2,700.00
Work Order - Closed Work Order History No Cost Data	\$4,500.00	\$0.00	\$4,500.00
Work Order - Work Order Asset	\$3,000.00	\$0.00	\$3,000.00
Work Order - Work Order History With Cost Data	\$4,500.00	\$0.00	\$4,500.00
<b>TOTAL:</b>			<b>\$82,100.00</b>

**Optional SaaS**

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
<b>Productivity:</b>				
Transparency Portal	\$9,000.00	1	\$9,000.00	0
<b>TOTAL:</b>	<b>\$9,000.00</b>		<b>\$9,000.00</b>	<b>0</b>

**Optional Tyler Software & Related Services**

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Bid Management	\$6,150.00	0	\$0.00	\$0.00	\$6,150.00	\$1,107.00
<b>Human Capital Management:</b>						
Risk Management	\$10,400.00	0	\$0.00	\$0.00	\$10,400.00	\$1,872.00
Talent Management	\$5,500.00	0	\$0.00	\$0.00	\$5,500.00	\$990.00
<b>Productivity:</b>						
Citizen Self Service	\$11,000.00	0	\$0.00	\$0.00	\$11,000.00	\$1,980.00
<b>Additional:</b>						
Payroll Tax Table Updates	\$0.00	0	\$0.00	\$0.00	\$0.00	\$1,000.00
CAFR Statement Builder	\$13,750.00	0	\$0.00	\$0.00	\$13,750.00	\$2,475.00
EnerGov IVR	\$17,500.00	0	\$0.00	\$0.00	\$17,500.00	\$3,500.00
Payroll - Certifications - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Education - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Recruiting - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Tyler Disaster Recovery Service	\$0.00	0	\$0.00	\$0.00	\$0.00	\$17,017.00
Tyler Incident Management	\$8,500.00	0	\$0.00	\$0.00	\$8,500.00	\$1,530.00
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$17,017.00
<b>TOTAL:</b>	<b>\$72,800.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$4,200.00</b>	<b>\$77,000.00</b>	<b>\$48,488.00</b>

**Optional Other Services**

Description	Quantity	Unit Price	Discount	Extended Price
Source Code Escrow	1	\$1,500.00	\$0.00	\$1,500.00
<b>TOTAL:</b>				<b>\$1,500.00</b>

**Optional Conversion Details (Prices Reflected Above)**

Description	Unit Price	Unit Discount	Extended Price
Payroll - Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - Recruiting	\$1,400.00	\$0.00	\$1,400.00
<b>TOTAL:</b>			<b>\$4,200.00</b>

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
-------------	---------	------------------	-------------	-------------------	-------------------------	--------------------

**Financials:**

Accounting/GL/BG/AP	\$53,550.00	\$10,710.00	\$42,840.00	\$9,639.00	\$9,639.00	\$0.00
BMI Asset Track Interface	\$3,900.00	\$780.00	\$3,120.00	\$702.00	\$702.00	\$0.00
BMI CollectIT Interface	\$3,900.00	\$780.00	\$3,120.00	\$702.00	\$702.00	\$0.00
Capital Assets	\$12,300.00	\$2,460.00	\$9,840.00	\$2,214.00	\$2,214.00	\$0.00
Cash Management	\$10,250.00	\$2,050.00	\$8,200.00	\$1,845.00	\$1,845.00	\$0.00
Contract Management	\$6,050.00	\$1,210.00	\$4,840.00	\$1,089.00	\$1,089.00	\$0.00
Employee Expense Reimbursement	\$6,150.00	\$1,230.00	\$4,920.00	\$1,107.00	\$1,107.00	\$0.00
Inventory	\$11,300.00	\$2,260.00	\$9,040.00	\$2,034.00	\$2,034.00	\$0.00

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Project & Grant Accounting	\$10,250.00	\$2,050.00	\$8,200.00	\$1,845.00	\$1,845.00	\$0.00
Purchase Orders	\$12,300.00	\$2,460.00	\$9,840.00	\$2,214.00	\$2,214.00	\$0.00
Requisitions	\$10,250.00	\$2,050.00	\$8,200.00	\$1,845.00	\$1,845.00	\$0.00
Standard Fuel Interface - SeeComments	\$3,900.00	\$780.00	\$3,120.00	\$702.00	\$702.00	\$0.00
Work Orders, Fleet & Facilities Management	\$14,100.00	\$2,820.00	\$11,280.00	\$2,538.00	\$2,538.00	\$0.00
<b>Payroll/HR:</b>						
Human Resources & Talent Management	\$7,700.00	\$1,540.00	\$6,160.00	\$1,386.00	\$1,386.00	\$0.00
Payroll w/ESS	\$16,100.00	\$3,220.00	\$12,880.00	\$2,898.00	\$2,898.00	\$0.00
Recruiting	\$2,750.00	\$550.00	\$2,200.00	\$495.00	\$495.00	\$0.00
<b>Revenue:</b>						
Accounts Receivable	\$11,000.00	\$2,200.00	\$8,800.00	\$1,980.00	\$1,980.00	\$0.00
General Billing	\$5,000.00	\$1,000.00	\$4,000.00	\$900.00	\$900.00	\$0.00
Tyler Cashiering	\$21,000.00	\$4,200.00	\$16,800.00	\$3,780.00	\$3,780.00	\$0.00
<b>Productivity:</b>						
eProcurement	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$1,800.00	\$0.00
Munis Analytics & Reporting	\$45,200.00	\$9,040.00	\$36,160.00	\$8,136.00	\$8,136.00	\$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	\$1,000.00	\$4,000.00	\$900.00	\$900.00	\$0.00
Tyler Content Manager SE	\$20,000.00	\$4,000.00	\$16,000.00	\$3,600.00	\$3,600.00	\$0.00
Tyler Content Manager Self-Service (SE)	\$5,000.00	\$1,000.00	\$4,000.00	\$900.00	\$900.00	\$0.00
Tyler Forms Processing	\$9,500.00	\$1,900.00	\$7,600.00	\$1,900.00	\$1,900.00	\$0.00
<b>Additional:</b>						
EnerGov Citizen Self-Service Permits & Inspections	\$11,200.00	\$2,240.00	\$8,960.00	\$2,240.00	\$2,240.00	\$0.00
EnerGov Citizen Self-Service Professional Licensing	\$11,200.00	\$2,240.00	\$8,960.00	\$2,240.00	\$2,240.00	\$0.00
EnerGov e-Reviews	\$21,000.00	\$4,200.00	\$16,800.00	\$4,200.00	\$4,200.00	\$0.00



**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGov GIS (2)	\$1,000.00	\$200.00	\$800.00	\$200.00	\$200.00	\$0.00
EnerGov iG Workforce Apps (2 Apps)	\$1,400.00	\$280.00	\$1,120.00	\$280.00	\$280.00	\$0.00
EnerGov Permits & Inspections (10)	\$82,500.00	\$16,500.00	\$66,000.00	\$4,200.00	\$4,200.00	\$0.00
EnerGov Professional Licensing (10)	\$33,000.00	\$6,600.00	\$26,400.00	\$4,200.00	\$4,200.00	\$0.00
<b>TOTAL:</b>	<b>\$477,750.00</b>	<b>\$95,550.00</b>	<b>\$382,200.00</b>	<b>\$74,711.00</b>	<b>\$74,711.00</b>	<b>\$0.00</b>



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates subject to a maximum increase from the previous year of 3% in year 2, 4% in year 3 and 5% per year in years 4 and 5.

2. Implementation Services. Tyler implementation services, by phase, are set forth in the lump sum amounts set forth below. The total \$522,110 in implementation services is payable according to the milestones set forth below.

Service Type	Cost
Financials Phase Implementation including expenses	\$180,479.00
Payroll Phase Implementation including expenses	\$141,438.00
EnerGov Implementation including expenses	\$152,578.00
Work Orders Phase Implementation including expenses	\$47,615.00
<b>Total</b>	<b>\$522,110.00</b>

Phase	Control Point	Description	Milestone Amount

<b>Phase</b>	<b>Control Point</b>	<b>Description</b>	<b>Milestone Amount</b>
1	1.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> <li>• Kick-off complete</li> <li>• Implementation Management plans accepted</li> <li>• Project Plan accepted and posted to project SharePoint site</li> </ul>	\$18,047.90
1	1.2	Chart of Accounts Design Acceptance <ul style="list-style-type: none"> <li>• Chart of Accounts analysis complete</li> <li>• Chart of Accounts Workbook delivered</li> </ul>	\$27,071.85
1	1.3	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> <li>• As-is/to-be analysis complete</li> <li>• Static Environment Test scripts accepted</li> </ul>	\$31,583.82
1	1.4	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> <li>• Static Environment Test complete</li> </ul>	\$36,095.80
1	1.5	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> <li>• Training complete for all applicable processes</li> <li>• Go-live planning complete</li> <li>• Authorization to load Tyler Forms Libraries</li> <li>• Pre-live check list accepted</li> </ul>	\$22,559.87
1	1.6	Authorization to begin Live Processing <ul style="list-style-type: none"> <li>• Go-live checklist complete</li> <li>• Authorization to load required data conversions into Live/Production</li> <li>• Authorization to begin live processing</li> <li>• Client Issue Conditional Acceptance</li> </ul>	\$27,071.85
1	1.7	Phase Closure <ul style="list-style-type: none"> <li>• Post-live training topics scheduled, if applicable</li> <li>• Support transition call complete</li> <li>• Client Issue Final Acceptance</li> </ul>	\$18,047.90
2	2.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> <li>• Kick-off complete</li> <li>• Implementation Management plans accepted</li> <li>• Project Plan accepted and posted to project SharePoint site</li> </ul>	\$14,143.85
2	2.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> <li>• As-is/to-be analysis complete</li> <li>• Static Environment Test scripts accepted</li> </ul>	\$28,287.69
2	2.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> <li>• Static Environment Test complete</li> </ul>	\$35,359.62
2	2.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> <li>• Training complete for all applicable processes</li> <li>• Go-live planning complete</li> </ul>	\$35,359.62

Phase	Control Point	Description	Milestone Amount
		<ul style="list-style-type: none"> <li>• Authorization to load Tyler Forms Libraries</li> <li>• Pre-live check list accepted</li> </ul>	
2	2.5	Authorization to begin Live Processing <ul style="list-style-type: none"> <li>• Go-live checklist complete</li> <li>• Authorization to load required data conversions into Live/Production</li> <li>• Authorization to begin live processing</li> <li>• Client issue Conditional Acceptance</li> </ul>	\$14,143.85
2	2.6	Phase Closure <ul style="list-style-type: none"> <li>• Post-live training topics scheduled, if applicable</li> <li>• Support transition call complete</li> <li>• Client Issue Final Acceptance</li> </ul>	\$14,143.85
3	3.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> <li>• Kick-off complete</li> <li>• Implementation Management plans accepted</li> <li>• Project Plan accepted and posted to project SharePoint site</li> </ul>	\$15,257.78
3	3.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> <li>• As-is/to-be analysis complete</li> <li>• Static Environment Test scripts accepted</li> </ul>	\$30,515.57
3	3.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> <li>• Static Environment Test complete</li> </ul>	\$38,144.46
3	3.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> <li>• Training complete for all applicable processes</li> <li>• Go-live planning complete</li> <li>• Authorization to load Tyler Forms Libraries</li> <li>• Pre-live check list accepted</li> </ul>	\$38,144.46
3	3.5	Authorization to begin Live Processing <ul style="list-style-type: none"> <li>• Go-live checklist complete</li> <li>• Authorization to load required data conversions into Live/Production</li> <li>• Authorization to begin live processing</li> <li>• Client Issue Conditional Acceptance</li> </ul>	\$15,257.78
3	3.6	Phase Closure <ul style="list-style-type: none"> <li>• Post-live training topics scheduled, if applicable</li> <li>• Support transition call complete</li> <li>• Client Issue Final Acceptance</li> </ul>	\$15,257.78
4	4.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> <li>• Kick-off complete</li> <li>• Implementation Management plans accepted</li> <li>• Project Plan accepted and posted to project SharePoint site</li> </ul>	\$4,761.47

Phase	Control Point	Description	Milestone Amount
4	4.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> <li>As-is/to-be analysis complete</li> <li>Static Environment Test scripts accepted</li> </ul>	\$9,522.94
4	4.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> <li>Static Environment Test complete</li> </ul>	\$11,903.67
4	4.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> <li>Training complete for all applicable processes</li> <li>Go-live planning complete</li> <li>Authorization to load Tyler Forms Libraries</li> <li>Pre-live check list accepted</li> </ul>	\$11,903.67
4	4.5	Authorization to begin Live Processing <ul style="list-style-type: none"> <li>Go-live checklist complete</li> <li>Authorization to load required data conversions into Live/Production</li> <li>Authorization to begin live processing</li> <li>Client Issue Conditional Acceptance</li> </ul>	\$4,761.47
4	4.6	Phase Closure <ul style="list-style-type: none"> <li>Post-live training topics scheduled, if applicable</li> <li>Support transition call complete</li> <li>Client Issue Final Acceptance</li> </ul>	\$4,761.48
<b>Total</b>			<b>\$522,110.00</b>

3. Tyler Project Management Services. Tyler will invoice project management services monthly in arrears in every month in which Project Management services are delivered, as set forth below.

Payment ID	Description	Invoice Date or Event	Amount
PM-1	Project Management Services	Completion of Month 1 Project Management Services	\$8,400
PM-2	Project Management Services	Completion of Month 2 Project Management Services	\$8,400
PM-3	Project Management Services	Completion of Month 3 Project Management Services	\$8,400
PM-4	Project Management Services	Completion of Month 4 Project Management Services	\$8,400
PM-5	Project Management Services	Completion of Month	\$8,400

		5 Project Management Services	
PM-6	Project Management Services	Completion of Month 6 Project Management Services	\$8,400
PM-7	Project Management Services	Completion of Month 7 Project Management Services	\$8,400
PM-8	Project Management Services	Completion of Month 8 Project Management Services	\$8,400
PM-9	Project Management Services	Completion of Month 9 Project Management Services	\$8,400
PM-10	Project Management Services	Completion of Month 10 Project Management Services	\$8,400
PM-11	Project Management Services	Completion of Month 11 Project Management Services	\$8,400
PM-12	Project Management Services	Completion of Month 12 Project Management Services	\$8,400
PM-13	Project Management Services	Completion of Month 13 Project Management Services	\$8,400
PM-14	Project Management Services	Completion of Month 14 Project Management Services	\$8,400
PM-15	Project Management Services	Completion of Month 15 Project Management Services	\$8,400
PM-16	Project Management Services	Completion of Month 16 Project Management Services	\$8,400

PM-17	Project Management Services	Completion of Month 17 Project Management Services	\$8,400
PM-18	Project Management Services	Completion of Month 18 Project Management Services	\$8,400
PM-19	Project Management Services	Completion of Month 19 Project Management Services	\$8,400
PM-20	Project Management Services	Completion of Month 20 Project Management Services	\$8,400
PM-21	Project Management Services	Completion of Month 21 Project Management Services	\$8,400
PM-21	Project Management Services	Completion of Month 21 Project Management Services	\$8,400
PM-22	Project Management Services	Completion of Month 22 Project Management Services	\$8,400
PM-23	Project Management Services	Completion of Month 23 Project Management Services	\$8,400
PM-24	Project Management Services	Completion of Month 24 Project Management Services	\$8,400
PM-25	Project Management Services	Completion of Month 25 Project Management Services	\$8,400
PM-26	Project Management Services	Completion of Month 26 Project Management Services	\$8,400
PM-27	Project Management Services	Completion of Month 27 Project Management	\$8,400

		Services	
PM-28	Project Management Services	Completion of Month 28 Project Management Services	\$8,400
PM-29	Project Management Services	Completion of Month 29 Project Management Services	\$8,400
PM-30	Project Management Services	Completion of Month 30 Project Management Services *	\$8,400

\* In the event the final Phase Closure milestone is delayed due to our action or inaction, we will continue to provide Project Management Services free of charge until the final Phase Closure milestone is achieved. Otherwise, you may authorize us in writing to continue to provide Project Management Services at our then-current rate for the period specified by Client in the written authorization.

4. Tyler Forms Libraries. Services relating to Tyler Forms Libraries will be invoiced as follows:

Payment ID	Description	Amount
TF-1	Client sign-off to load Tyler Forms Library – Financial – in the live/production environment	\$1,800
TF-2	Client sign-off to load Tyler Forms Library – General Billing – in the live/production environment	\$2,000
TF-3	Client sign-off to load Tyler Forms Library – Payroll – in the live/production environment	\$1,200
TF-4	Client sign-off to load Tyler Forms Library – Personnel Action – in the live/production environment	\$1,000
TF-5	Client sign-off to load Tyler Forms Library – EnerGov Permits and Code – in the live/production environment	\$2,400
TF-6	Client sign-off to load Tyler Forms Library – EnerGov Professional Licensing– in the live/production environment	\$1,200
TF-7	Client sign-off to load Tyler Forms Library - Work Order/Pick Ticket	\$2,400
RF-8	Delivery of Tyler PO Distribution	\$1,500

5. Installation Services. Tyler installation services will be invoiced as follows:

Payment ID	Description	Amount
IS-1	Sign-off on installation of Tyler Forms Server	\$2,000
IS-2	Installation of New Server - WIN	\$6,000

6. Conversions. Conversion services totaling \$74,000 will be invoiced as follows:



<b>Payment ID</b>	<b>Description</b>	<b>Amount</b>
Conv-1	Initial delivery of converted data - Accounting Opt 1 - Actuals	\$750
Conv-2	Client approval to load the converted data into the live/production environment - Accounting Opt 1 - Actuals	\$750
Conv-3	Initial delivery of converted data - Accounting Standard Option	\$1,000
Conv-4	Client approval to load the converted data into the live/production environment - Accounting Standard Option	\$1,000
Conv-5	Initial delivery of converted data – Accounts Payable Opt 2 - Invoice	\$1,200
Conv-6	Client approval to load the converted data into the live/production environment - Accounts Payable Opt 2 - Invoice	\$1,200
Conv-7	Initial delivery of converted data - Accounts Payable Standard - Master	\$800
Conv-8	Client approval to load the converted data into the live/production environment - Accounts Payable Standard - Master	\$800
Conv-9	Initial delivery of converted data - Contracts	\$2,000
Conv-10	Client approval to load the converted data into the live/production environment - Contracts	\$2,000
Conv-11	Initial delivery of converted data – EnerGov Permits and Inspections Opt 1 - Applications	\$1,800
Conv-12	Client approval to load the converted data into the live/production environment - EnerGov Permits and Inspections Opt 1 – Applications	\$1,800
Conv-13	Initial delivery of converted data - EnerGov Permits and Inspections g Opt 2 – Violations	\$1,200
Conv-14	Client approval to load the converted data into the live/production environment - EnerGov Permits and Inspections Opt 2 – Violations	\$1,200
Conv-15	Initial delivery of converted data - EnerGov Permits and Inspections Opt 3 – Inspections	\$1,200
Conv-16	Client approval to load the converted data into the live/production environment - EnerGov Permits and Inspections Opt 3 – Inspections	\$1,200
Conv-17	Initial delivery of converted data - EnerGov Permits and Inspections – Standard – Master	\$1,200
Conv-18	Client approval to load the converted data into the live/production environment – EnerGov Permits and Inspections Standard- Master	\$1,200
Conv-19	Initial delivery of converted data – EnerGov Professional Licensing Opt 1 – Bills	\$1,800
Conv-20	Client approval to load the converted data into the	\$1,800

	live/production environment – EnerGov Professional Licensing Opt 1 – Bills	
Conv-21	Initial delivery of converted data – EnerGov Professional Licensing Standard – LT Master, Customer Accounts	\$2,100
Conv-22	Client approval to load the converted data into the live/production environment – EnerGov Professional Licensing Standard – LT Master, Customer Accounts	\$2,100
Conv-23	Initial delivery of converted data - Fixed Assets Std Master	\$1,500
Conv-24	Client approval to load the converted data into the live/production environment - Fixed Assets Std Master	\$1,500
Conv-25	Initial delivery of converted data – Fixed Assets – Option 1	\$900
Conv-26	Client approval to load the converted data into the live/production environment – Fixed Assets – Option 1	\$900
Conv-27	Initial delivery of converted data – General Billing – Option 1	\$1,350
Conv-28	Client approval to load the converted data into the live/production environment – General Billing – Option 1	\$1,350
Conv-29	Initial delivery of converted data – General Billing – Option 2	\$2,000
Conv-30	Client approval to load the converted data into the live/production environment – General Billing – Option 2	\$2,000
Conv-31	Initial delivery of converted data - General Billing Std CID	\$750
Conv-32	Client approval to load the converted data into the live/production environment - General Billing Std CID	\$750
Conv-33	Initial delivery of converted data - Inventory - Option 1 Deductions	\$600
Conv-34	Client approval to load the converted data into the live/production environment - Inventory - Option 1 Deductions	\$600
Conv-35	Initial delivery of converted data - Inventory – Standard Option	\$1,750
Conv-36	Client approval to load the converted data into the live/production environment - Inventory – Standard Option	\$1,750
Conv-37	Initial delivery of converted data - Payroll - Option 10 - Certifications	\$700
Conv-38	Client approval to load the converted data into the live/production environment - Payroll - Option 10 - Certifications	\$700
Conv-39	Initial delivery of converted data - Payroll - Option 11 -	\$700

	Education	
Conv-40	Client approval to load the converted data into the live/production environment - Payroll - Option 11 - Education	\$700
Conv-41	Initial delivery of converted data - Payroll - Option 1 Deductions	\$900
Conv-42	Client approval to load the converted data into the live/production environment - Payroll - Option 1 Deductions	\$900
Conv-43	Initial delivery of converted data - Payroll - Option 2 Accrual Balances	\$750
Conv-44	Client approval to load the converted data into the live/production environment - Payroll - Option 2 Accrual Balances	\$750
Conv-45	Initial delivery of converted data - Payroll - Option 3 Accumulators	\$700
Conv-46	Client approval to load the converted data into the live/production environment - Payroll - Option 3 Accumulators	\$700
Conv-47	Initial delivery of converted data - Payroll - Option 4 Check History	\$600
Conv-48	Client approval to load the converted data into the live/production environment - Payroll - Option 4 Check History	\$600
Conv-49	Initial delivery of converted data - Payroll - Option 5 Earning/Deduction History	\$1,250
Conv-50	Client approval to load the converted data into the live/production environment - Payroll - Option 5 Earning/Deduction History	\$1,250
Conv-51	Initial delivery of converted data - Payroll - Option 6 Applicant Tracking	\$700
Conv-52	Client approval to load the converted data into the live/production environment - Payroll - Option 6 Applicant Tracking	\$700
Conv-53	Initial delivery of converted data - Payroll - Option 7 PM Action History	\$700
Conv-54	Client approval to load the converted data into the live/production environment - Payroll - Option 7 PM Action History	\$700
Conv-55	Initial delivery of converted data - Payroll - Option 8 Position Control	\$700
Conv-56	Client approval to load the converted data into the live/production environment - Payroll - Option 8 Position Control	\$700
Conv-57	Initial delivery of converted data - Payroll - Option 9 – State Retirement Tables	\$700
Conv-58	Client approval to load the converted data into the	\$700

	live/production environment - Payroll - Option 9 - State Retirement Tables	
Conv-59	Initial delivery of converted data - Payroll – Standard	\$1,000
Conv-60	Client approval to load the converted data into the live/production environment - Payroll – Standard	\$1,000
Conv-61	Initial delivery of converted data - Project Grant Accounting Opt 1 – Actuals	\$750
Conv-62	Client approval to load the converted data into the live/production environment - Project Grant Accounting Opt 1 – Actuals	\$750
Conv-63	Initial delivery of converted data - Project Grant Accounting Opt 2 – Budgets	\$750
Conv-64	Client approval to load the converted data into the live/production environment - Project Grant Accounting Opt 2 – Budgets	\$750
Conv-65	Initial delivery of converted data - Project Grant Accounting Standard	\$1,000
Conv-66	Client approval to load the converted data into the live/production environment - Project Grant Accounting Standard	\$1,000
Conv-67	Initial delivery of converted data - Purchase Orders – Standard	\$1,350
Conv-68	Client approval to load the converted data into the live/production environment – Purchase Order Standard	\$1,350
Conv-69	Initial delivery of converted data – Work Orders Opt 1 – Work Order Asset	\$1,500
Conv-70	Client approval to load the converted data into the live/production environment – Work Orders Opt 1 – Work Order Asset	\$1,500
Conv-71	Initial delivery of converted data - Work Orders Opt 2 – Closed Work Order History No Cost Data	\$2,250
Conv-72	Client approval to load the converted data into the live/production environment - Work Orders Opt 2 – Closed Work Order History No Cost Data	\$2,250
Conv-73	Initial delivery of converted data - Work Orders Option 3- Work Order History with Cost Data	\$2,250
Conv-74	Client approval to load the converted data into the live/production environment Work Orders Option 3- Work Order History with Cost Data	\$2,250

7. Formatting Services. We will invoice the following amounts for the following formatting services, if you require them, when the new format is provided to you:

Payment ID	Service	Amount
FS-1	AP/PR Check Recon Import	\$1,000
FS-2	AP Positive Pay Export Format	\$3,000

FS-3	PR Positive Pay Export Format	\$3,000
FS-4	P-Card Import Format W/Encumbrances	\$15,000

8. Third Party Hardware. Third Party Software and Hardware costs are invoiced as follows:

Payment ID	Service	Amount
H-1	Delivery of Tyler Secure Signature System with 2 Keys	\$1,650
H-2	Delivery of BMI AssetTrak Additional Data Terminal Hardware	\$2,295
H-1	Delivery of BMI AssetTrak ARS for Munis	\$6,490
H-1	Delivery of BMI CollectIT Additional Barcode Data Terminal	\$2,975
H-1	Delivery of BMI CollectIT Barcode Printer Kit	\$1,295
H-1	Delivery of BMI CollectIT Inventory Barcode Scanning System	\$6,490
H-1	Delivery of BMI Transtrak Additional Barcode Data Terminal	\$2,295
H-1	Delivery of BMI Fixed Asset Receiving System	\$3,345
H-1	Delivery of Cash Drawer	\$230
H-1	Delivery of Hand Held Scanner – Model 1900GSR	\$385
H-1	Delivery of Hand Held Scanner Stand	\$25
H-1	Delivery of ID Tech MiniMag USB Reader	\$62
H-1	Delivery of Printer (TM-S9000)	\$1,600

9. Expenses. The service rates in the Investment Summary include travel expenses. In the event that additional services are added by mutually executed change order or addendum, and such services are not invoiced on a milestone basis with travel included, the travel expenses associated with such services shall be billed as incurred in accordance with our then-current Business Travel Policy. A copy of our then-current Business Travel Policy will be provided to the Client upon request.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



## **Exhibit C**

### **Maintenance and Support Agreement**

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support

services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



**Exhibit C**  
**Schedule 1**  
**Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

*Remote Support Tool*

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**Schedule 1**  
**DocOrigin End User License Agreement**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

**DocOrigin**

**SOFTWARE LICENSE**

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

**1. LICENSE TERMS**

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from [www.docorigin.com](http://www.docorigin.com) on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicensable license to download and install a copy of the Software from [www.docorigin.com](http://www.docorigin.com) on a single machine and

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
  - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
  - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

## **2. LICENSE RESTRICTIONS**

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) OF Software Ltd. to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

## **3. UPDATES, MAINTENANCE AND SUPPORT**

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website [www.docorigin.com](http://www.docorigin.com). Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

## **4. INTELLECTUAL PROPERTY RIGHTS.**

This EULA does not grant you any rights in connection with any trademarks or service marks of OF Software Ltd. or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by OF Software Ltd. or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

## **5. DISCLAIMER OF WARRANTIES.**

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY OF SOFTWARE LTD. HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY OF SOFTWARE LTD. OF SOFTWARE LTD. DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OF SOFTWARE LTD. DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

## 6. LIMITATIONS OF LIABILITY.

- 6.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OF SOFTWARE LTD. BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF OF SOFTWARE LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- 6.2 THE ENTIRE LIABILITY OF OF SOFTWARE LTD. AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY OF SOFTWARE LTD. IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.
- 6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER OF SOFTWARE LTD. NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

## 7. TERM AND TERMINATION

- 7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.
- 7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.
- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

## 8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website [www.docorigin.com](http://www.docorigin.com).

**Last Updated: [July 18 2013]**





**Exhibit D  
Schedule 2  
BMI EULA for AssetTrak ARS**



**End-User License Agreement (EULA) for AssetTrak ARS  
Desktop Computer**

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the desktop version of "AssetTrak ARS."

**Software Product License**

The "AssetTrak ARS Software Product" is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "AssetTrak ARS Software Product" is licensed, not sold.

**1. GRANT OF LICENSE.** This EULA grants you the following rights:

\* **Software.** You may install and use one copy of the "AssetTrak ARS Software Product" on (1) computer per license.

**DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

\* **Limitations of Reverse Engineering, Decompilation and Disassembly.** You may not reverse engineer, decompile, or disassemble the "AssetTrak ARS Software Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

\* **Separation of Components.** The "AssetTrak ARS Software Product" is licensed as a single product. Its component parts may not be separated for use on more than one computer.

\* **Single Computer.** "AssetTrak ARS Software Product" is licensed with a Computer as a single product.

\* **Software Transfer.** You may permanently transfer all of your rights under this EULA only as part of a transfer to a new computer if you transfer all of the "AssetTrak ARS Software Product" (including all component parts, the media and printed materials if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA. A second copy for backup only is permitted. Only (1) copy can be used at a time.

\* **Termination.** Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "AssetTrak ARS Software Product" and all of its component parts.

**3. COPYRIGHT.** All title and copyrights in and to the "AssetTrak ARS Software Product" (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the "AssetTrak ARS Software Product" the accompanying printed materials, and any copies of the "AssetTrak ARS Software Product", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the "AssetTrak ARS Software Product". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

**4. PRODUCT SUPPORT.** Product Support for the "AssetTrak ARS Software Product" is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the "AssetTrak ARS Software Product".

**5. U.S. GOVERNMENT RESTRICTED RIGHTS.** The "AssetTrak ARS Software Product" and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, AZ. 85246-6280



**Exhibit D  
Schedule 3  
BMI EULA for Collect-IT**

**End-User License Agreement (EULA) for Collect-IT  
Desktop Computer**

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the desktop version of "Collect-IT."

**Software Product License**

The "Collect-IT Software Product" is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "Collect-IT Software Product" is licensed, not sold.

**1. GRANT OF LICENSE.** This EULA grants you the following rights:

\* **Software.** You may install and use one copy of the "Collect-IT Software Product" on (1) computer per license.

**DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

\* **Limitations of Reverse Engineering, Decompilation and Disassembly.** You may not reverse engineer, decompile, or disassemble the "Collect-IT Software Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

\* **Separation of components.** The "Collect-IT Software Product" is licensed as a single product. Its component parts may not be separated for use on more than one computer.

\* **Single Computer.** "Collect-IT Software Product" is licensed with Computer as a single product.

\* **Software Transfer.** You may permanently transfer all of your rights under this EULA only as part of a transfer to a new computer provided you retain the original copies, you transfer all of the "Collect-IT Software Product" (including all component parts, the media and printed materials, any upgrades, this EULA and, if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA. If the "Collect-IT Software Product" is an upgrade, any transfer must include all prior versions of the "Collect-IT Software Product"

\* **Termination.** Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "Collect-IT Software Product" and all of its component parts.

**3. COPYRIGHT.** All title and copyrights in and to the "Collect-IT Software Product" (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the "Collect-IT Software Product" the accompanying printed materials, and any copies of the "Collect-IT Software Product", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the "Collect-IT Software Product". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

**4. PRODUCT SUPPORT.** Product Support for the "Collect-IT Software Product" is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the "Collect-IT Software Product".

**5. U.S.GOVERNMENT RESTRICTED RIGHTS.** The "Collect-IT Software Product" and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, z. 85246-6280



**Exhibit D**  
**Schedule 4**  
**BMI EULA for TransTrak PPC**



**PC End-User License Agreement (EULA) for TransTrak PPC**

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the desktop version of TransTrak PPC.

**Software Product License**

The "TransTrak PPC Software Product" is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "TransTrak PPC Software Product" is licensed, not sold.

**1. GRANT OF LICENSE.** This EULA grants you the following rights:

\* **Software.** You may install and use one copy of the "TransTrak PPC Software Product" on (1) computer per license.

**DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

\* **Limitations of Reverse Engineering, Decompilation and Disassembly.** You may not reverse engineer, decompile, or disassemble the "TransTrak PPC Software Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

\* **Separation of Components.** The "TransTrak PPC Software Product" is licensed as a single product. Its component parts may not be separated for use on more than one computer.

\* **Single Computer.** "TransTrak PPC Software Product" is licensed with a Computer as a single product.

\* **Software Transfer.** You may permanently transfer all of your rights under this EULA only as part of a transfer to a new computer if you transfer all of the "TransTrak PPC Software Product" (including all component parts, the media and printed materials if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA. A second copy for backup only is permitted. Only (1) copy can be used at a time.

\* **Termination.** Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "TransTrak PPC Software Product" and all of its component parts.

**3. COPYRIGHT.** All title and copyrights in and to the "TransTrak PPC Software Product" (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the "TransTrak PPC Software Product" the accompanying printed materials, and any copies of the "TransTrak PPC Software Product", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the "TransTrak PPC Software Product". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

**4. PRODUCT SUPPORT.** Product Support for the "TransTrak PPC Software Product" is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the "TransTrak PPC Software Product".

**5. U.S. GOVERNMENT RESTRICTED RIGHTS.** The "TransTrak PPC Software Product" and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, AZ. 85246-6280



**Exhibit D**  
**Schedule 5**  
**MyGovPay/VirtualPay and IVR**

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

**“Merchant Agreement”** means the agreement between Customer and Persolvent that provides for the Merchant Fees.

**“Merchant Fees”** means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

**“MyGovPay”** means the Product of Tyler Technologies that allows members of the public to pay for Customer’s services with a credit or other payment card on the Customer’s citizen-facing web portal.

**“Persolvent”** means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

**“Use Fees”** means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

**“VirtualPay”** means the Product of Tyler Technologies that allows the Customer to accept and process citizen user’s credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer’s Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay’s and VirtualPay’s ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

**USE FEES TABLE FOLLOWS ON NEXT PAGE**

**Use Fees**

**EnerGov’s MyGovPay (Online / card-not-present payments)\*\***

	<b>MyGovPay (Online Payments)</b>	<b>MyGovPay (Online Payments)</b>
	Percentage Based Fee	+ Transaction Fee
<b>Option 1: Government Entity Paid</b>	2.79%	\$0.20
<b>Option 2: Patron Paid</b>	3.29%	N/A

\*\*ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.

**EnerGov’s VirtualPay (retail card present)**

	<b>VirtualPay (Retail Payments)</b>	<b>Virtual Pay (Retail Payments)</b>
	Percentage Based Fee	+ Transaction Fee
<b>Option 1: Government Entity Paid</b>	2.59%	\$0.15
<b>Option 2: Patron Paid</b>	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer’s content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers’ content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



**Exhibit E**  
**Statement of Work**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



# Tyler Technologies – City of Bartlesville, OK

## Statement of Work

## Table of Contents

<b>Section A: Executive Summary</b> .....	<b>4</b>
A.1 Project Overview.....	4
A.2 Project Criteria for Success .....	5
A.3 Project Scope .....	7
A.4 Organizational Scope .....	8
A.5 Data Conversion Scope .....	9
A.6 Import and Export Scope .....	10
A.7 Reports.....	11
A.8 Workflows.....	11
A.9 Development Services .....	11
A.10 Deliverables.....	11
A.11 Tyler Forms .....	12
<b>Section B: Project Governance</b> .....	<b>14</b>
B.1 City Project Roles and Responsibilities.....	14
B.2 City Decision Making .....	14
B.3 Executive Project Sponsors: .....	14
B.4 Executive Steering Committee:.....	14
B.5 Project Manager: .....	15
B.6 Project Team: .....	15
B.7 Subject Matter Experts (SMEs).....	15
B.8 Technical Team: .....	15
B.9 Upgrade Coordinator .....	16
B.10 City Tyler University Manager .....	16
B.11 Tyler Roles and Responsibilities .....	16
B.12 Tyler Executive Oversight .....	16
B.13 Implementation Director.....	17
B.14 Tyler Project Manager.....	17
B.15 Tyler Implementation Consultants.....	17
B.16 Tyler Developers.....	17
B.17 Tyler Implementation Programmers.....	18
B.18 Tyler Forms Designers.....	18
B.19 Tyler Support Account Manager .....	18
B.20 Tyler Technical Support Specialist.....	19
<b>Section C: Project Management</b> .....	<b>20</b>
C.1 Project Plan Development and Management.....	20
C.2 Project Status Reports.....	21
C.3 Requirements Traceability Matrix (RTM) .....	22
C.4 SharePoint.....	22
C.5 Agendas .....	23
C.6 Executive Steering Committee Meetings .....	24
C.7 Site Reports.....	24
C.8 Issues Log and Issue Tracking .....	25
C.9 Risk Management.....	26
C.10 Scope/Contract Change Process.....	26
C.11 Implementation Control Point and Deliverables: .....	28
C.12 Other Project Management Resources .....	29



<b>Section D: Technology Architecture .....</b>	<b>31</b>
D.1 Hardware Requirements.....	31
D.2 Environments .....	31
D.3 Key Dates for Hardware Availability.....	31
<b>Section E: Implementation.....</b>	<b>32</b>
E.1 Implementation Methodology Overview .....	32
E.2 Control Points .....	32
E.3 Project Initiation .....	34
E.4 Project Planning .....	35
E.5 Structural Foundation .....	36
E.6 Knowledge Transfer.....	39
E.7 Static Environment Test (SET).....	43
E.8 Implementation .....	44
E.9 Live Preparation .....	49
E.10 Live Processing .....	52
E.11 Post Live Process .....	52
E.12 Phase Closure .....	53
<b>Section F: Homework Requirements .....</b>	<b>55</b>
<b>Section G: Facility Requirements .....</b>	<b>55</b>
<b>Section H: Appendix.....</b>	<b>56</b>
Appendix 1: Deliverable Expectation Document.....	56
Appendix 2: Custom Procedural Documentation.....	65
Appendix 3: Tyler System Specifications.....	70

# Section A: Executive Summary

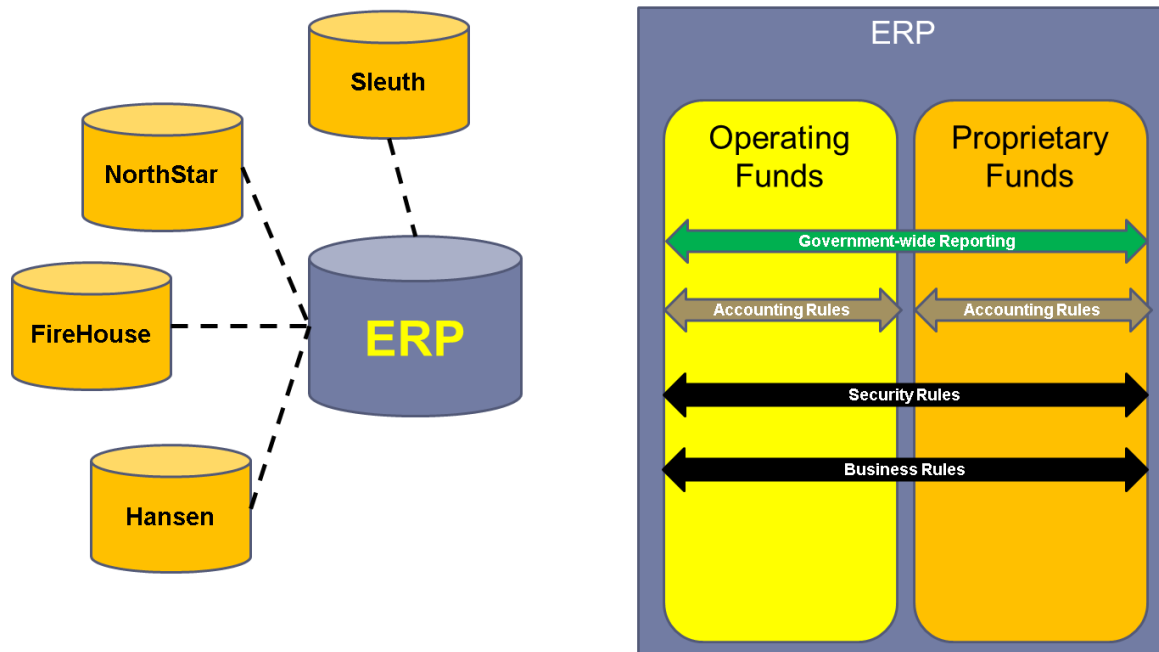
## A.1 Project Overview

This Statement of Work sets forth the overall scope of the Implementation Services, Configuration Services, Training Services, Support Services and Technology Services to be provided to the City of Bartlesville, OK (the “City”) in the provision of an ERP Software and Implementation Project and describes the resources, business requirements, general implementation methodology, responsibilities, Deliverables, timelines, assumptions, acceptance criteria and sign off requirements for such services.

The City’s current ERP solution is Select ERP; a product of Harris Computer Systems. There are four other primary systems that feed into the Select solution, which together, cover a majority of the business processes within the City. Northstar Utility Solutions (also a Harris product) is used for the water and sewer billing. Firehouse (Xerox product) is used for fire personnel scheduling. Sleuth Systems is used by Bartlesville Municipal Court for case management and all accounting related to individual court cases. Hansen (an Infor product) is being used for work orders related to wastewater treatment.

The City operates throughout the year on modified accruals; however, the enterprise funds report on a full accrual basis throughout the year. The operating funds and the proprietary funds follow the same business processes; meaning, they follow the same process rules for approving purchases, time approvals, and other typical operational processes. The diagram below depicts the scope for the future solution. The dashed lines represent interfaces between the City’s current systems and the future solution.

**Figure 1**  
**Conceptual Scope**



The City is interested in implementing best practice processes for its future solution.

## **A.2 Project Criteria for Success**

### **Organizational Design**

- The City desires a future system that can support the primary government as well as the business-type activities simultaneously.
- The primary government uses modified accrual accounting. The business-type activities use modified and full accrual accounting.
- The system should be flexible to accommodate sharing of data (i.e., financial reporting, grant accounting, etc.)

### **Accounts Payable**

- The City will need to maintain a central vendor database for purchasing and accounts payable purposes.
- Each department will be responsible for matching goods and services and providing supporting documentation (preferably electronic) to the accounts payable transaction.
- Authorized payments will be processed centrally by the Accounting and Finance Department of the City.

### **Accounts Receivable**

- Each of the City's departments will maintain highly unique receivables systems such as utility billing and tax systems. The scope for this project will only cover miscellaneous accounts receivable.
- Unique receivables systems will send summary revenue data to the central general ledger only.

### **Budget Control and Budget Preparation**

- The City's Accounting and Finance Department will manage budget control.
- Budget preparation will be completed centrally; meaning, the Accounting and Finance Department will initiate the budget process. Departments will submit their budget requests online. Budget negotiation results will be stored as budget versions. The budget will be approved centrally.

### **Capital Assets**

- Capital assets will be acquired (or put into service) by the primary government and the Accounting and Finance Department will be responsible for maintaining asset records and running depreciation.
- Assets for both the primary government and the business-type activities will be inventoried at year end in the government-wide financial report.

### **Grant Accounting**

- The future solution will maintain central data about grants.
- The primary government and the business-type activities will be free to pursue their own grants; however, they will be required to get budget approval. After a grant has been awarded, the department

will be responsible for entering the accounting information. The City's Grant Administrator will post the central record.

- Grant activity will be tracked by each organization and each organization will be responsible for reporting activity to the grant sponsor.
- At year-end, grants will be reconciled to the government-wide reporting.

### **Human Resources**

- The primary government and the business-type activities will follow central human resources policies established by the City's Human Resources Department.
- Applicant tracking (or Talent Acquisition) functions will be shared between the primary government and the business type activities. The City's Human Resources Department will assist with the hiring process for the business-type activities.
- The City's hiring departments and the City's Human Resources Department will continue to work together throughout the recruitment process.
- Performance evaluations, discipline, and grievances will be handled by the individual departments but overseen by the City's Human Resources Department.
- Separations and terminations will be handled by the City's Human Resources Department acting in conjunction with City Departments.

### **Inventory**

- The business type activities are interested in implementing simple inventory system.
- Inventory stock can be tracked and issued.
- Accounting for inventory is integrated with the general ledger.
- Inventory can be issued for simple work orders.

### **Payroll**

- Payroll will continue to be managed by Accounting and Finance.
- All primary government departments and business type activity units will be utilizing the central ERP time entry system.
- Most employees will be on direct deposit but would like to view their pay stubs and leave balances online through an employee self-service portal.

### **Project Accounting**

- Departments can track the full cost of projects over the entire project life.
- Project functions can be used to track capitalized and non-capitalized activities.
- Project accounting functionality is integrated so that projects can be converted to capital assets when accepted or placed into service.

### **Purchasing**

- The primary government and the business-type activities processes will follow a central purchasing policy.

- To enjoy economies of scale, the City -wide organization should have the flexibility to combine purchase orders from the business-type activities and the primary government for leveraging discounts.
- Each organization will be responsible for receiving goods and services.

### **Permitting/Business Licenses**

- The permitting and license process is similar to an accounts receivable process in that the City’s current vision is to use ERP to bill annually for permits and licenses. Eventually, it is the vision to integrate these functions with the City’s GIS application.
- The Community Development Office would like ERP data integration with the information that it provides on the City’s website. For example, business and license owners could submit applications online.
- Finally, the City would like license and permit enforcement functions.

## **A.3 Project Scope**

The project scope is comprised of the following modules, data conversions, interfaces, reports, workflows, and deliverables defined in this section plus any related professional services described throughout this SOW. If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks or are otherwise required for proper performance of the services or tasks they shall also be included within the scope.

To achieve the fixed-travel costs associated with the services to perform the tasks within the project scope, the City and Tyler agree that 30% of all implementation and consulting service tasks will be delivered remotely. Tyler and City will work together during project planning to mutually identify tasks for remote delivery.

### **A.3.1 Module Scope**

The scope of modules included in this ERP project includes the following Tyler and Third party software products listed in Section A.3.2.

### **A.3.2 Project Phases**

Implementation for the following functional areas and each of the modules related to the functional areas has been divided into the following major phases. Each phase will include all requirements as indicated in Exhibit X - Functional Requirements.

<b>Phase</b>	<b>Functional Areas</b>	<b>Modules</b>	<b>Start Date</b>	<b>Go-Live Date</b>
1	<b>Financials</b>	<ul style="list-style-type: none"> <li>• Accounting/General Ledger</li> <li>• Budget Processing</li> <li>• Accounts Payable</li> <li>• Cash Management</li> </ul>	January / February (12-month duration)	January 2018 or as defined

		<ul style="list-style-type: none"> <li>• Project &amp; Grant Accounting</li> <li>• Requisitions</li> <li>• Purchase Orders</li> <li>• eProcurement</li> <li>• Contract Management</li> <li>• Accounts Receivable</li> <li>• General Billing</li> <li>• Tyler Cashiering</li> </ul>	or as defined in the Project Plan	in the Project Plan
	<b>System Wide</b>	<ul style="list-style-type: none"> <li>• Munis Analytics &amp; Reporting</li> <li>• Tyler Forms Processing</li> <li>• Tyler Content Manager SE</li> <li>• Tyler Content Manager Auto Indexing and Redaction (SE)</li> <li>• Tyler Content Manager Self-Service (SE)</li> </ul>		
2	<b>Human Resources / Payroll</b>	<ul style="list-style-type: none"> <li>• Payroll w/Employee Self Service</li> <li>• HR Management</li> <li>• Applicant Tracking</li> <li>• Employee Expense Reimbursement</li> </ul>	July 2017 (12-month duration) or as defined in the Project Plan	July 2018 or as defined in the Project Plan
3	<b>Community Development</b>	<ul style="list-style-type: none"> <li>• EnerGov Permits &amp; Inspections</li> <li>• EnerGov Professional Licensing</li> <li>• EnerGov e-Reviews</li> <li>• EnerGov Citizen Self-Service Permits &amp; Inspections</li> <li>• EnerGov Citizen Self-Service Professional Licensing</li> <li>• EnerGov iG Workforce Apps</li> <li>• EnerGov GIS</li> </ul>	February 2018 (12-month duration) or as defined in the Project Plan	February 2019 or as defined in the Project Plan
4	<b>Work Orders/ Fixed Assets</b>	<ul style="list-style-type: none"> <li>• Work Orders, Fleet &amp; Facilities Management</li> <li>• Fixed Assets</li> <li>• Inventory</li> <li>• BMI Asset Track Interface</li> <li>• BMI CollectIT Interface</li> <li>• Standard Fuel Interface</li> </ul>	August 2018 (7-month duration) or as defined in the Project Plan	March 2019 or as defined in the Project Plan

For processes that cross multiple phases or for modules with interdependent relationships with other modules, the cross functional processes will be evaluated and planned with the earlier phase.

**A.4 Organizational Scope**



Tyler will implement the functional scope and in-scope software modules for use across the entire City including process considerations for all departments.

## **A.5 Data Conversion Scope**

The following conversion options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the noted conversion assumptions in section E.8.7 will be considered out of scope.

<b>Conversion ID</b>	<b>Description</b>
<b>Accounting Opt 1 - Actuals</b>	General ledger – actual account summary balances for up to 3 years, to be populated in the GL Master and GL Master Balance tables
<b>Accounting Standard COA</b>	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
<b>Accounts Payable Opt 2 - Invoice</b>	Invoice History
<b>Accounts Payable Standard Master</b>	Vendor Master
<b>Contract Management</b>	Contract header, contract detail and journal entry (as needed)
<b>Fixed Assets Opt 1 - History</b>	Fixed Assets transaction history
<b>Fixed Assets Std Master</b>	Fixed Assets Master
<b>General Billing Opt 1 - Recurring Invoices</b>	General Billing - Recurring bill templates
<b>General Billing Opt 2 - Bills</b>	General Bills
<b>General Billing Std CID</b>	Customer File
<b>Inventory Opt 1 - Commodity Codes</b>	Commodity Codes
<b>Inventory Std Master</b>	Inventory Item Master
<b>Payroll - Option 10 Certifications</b>	Employee Certifications and Expirations
<b>Payroll - Option 11 Education</b>	Employee Education History
<b>Payroll - Option 1 Deductions</b>	Employee Deductions
<b>Payroll - Option 2 Accrual Balances</b>	Employee Accrual Balances
<b>Payroll - Option 3 Accumulators</b>	YTD, QTD, MTD Accumulators
<b>Payroll - Option 4 Check History</b>	Payroll Check History
<b>Payroll - Option 5 Earning/Deduction Hist</b>	Payroll Earnings and Deductions History
<b>Payroll - Option 6 Applicant Tracking</b>	Applicants and Job Openings
<b>Payroll - Option 7 PM Action History</b>	Personnel Actions History
<b>Payroll - Option 8 Position Control</b>	Payroll Position Control and History
<b>Payroll - Option 9 State Retirement Tables</b>	Employee retirement

<b>Payroll - Standard</b>	Payroll Employee Master
<b>Project Grant Accounting Opt 1 - Actuals</b>	Project& Grants – actual account summary balances
<b>Project Grant Accounting Opt 2 - Budgets</b>	Project& Grants – budgeted account summary balances
<b>Project Grant Accounting Standard</b>	Conversion from Project & Grant spreadsheet (to be provided during COA analysis)
<b>Purchase Orders - Standard</b>	Open purchase orders with encumbrances
<b>Work Order Opt 1 - Work Order Asset</b>	Department Parameter Maintenance, Misc. Codes, Class Codes, Activity Maintenance for Preventative Maintenance Schedules, Component Maintenance.
<b>Work Order Opt 2 - Closed Work Order History No Cost Data</b>	No Cost Data. Auxiliary Code Tables, Department Parameter Maintenance, Activity Maintenance, Maintenance Tables.
<b>Work Order Opt 3 - Work Order History With Cost Data</b>	With Cost Data. Auxiliary Code Tables, Department Parameter Maintenance, Activity Maintenance, Maintenance Tables.
<b>EnerGov Permits &amp; Inspections – Standard</b>	Master
<b>EnerGov Permits &amp; Inspections – Option 1</b>	Applications
<b>EnerGov Permits &amp; Inspections – Option 2</b>	Violations
<b>EnerGov Permits &amp; Inspections – Option 3</b>	Inspections
<b>EnerGov Professional Licensing – Standard</b>	LT Master, Customer Accounts
<b>EnerGov Professional Licensing – Option 1</b>	Bills

**A.6 Import and Export Scope**

The standard file layouts and methods will be used for each interface listed in the functional requirements - Exhibit X. For each standard interface, Tyler encourages that the City has an active support agreement with the third party system and for the City to be on a current version actively supported by the manufacturer/developer of the product installed. The City understands that not being on the supported version may have an impact on the use. Any requests to modify standard file layouts will follow the Scope/Contract Change Process defined in this Statement of Work.

The following custom interface formats are in the scope of this project:

- AP/PR Check Recon Import
- AP Positive Pay Export Format
- P-Card Import Format with Encumbrances
- PR Positive Pay Export Format





## **A.7 Reports**

Standard reports (those reporting requirements designated with a “Y” and identified with “Standard Report” as a comment response in the functional requirements – Exhibit X) are going to be met with the delivered reports out of Munis. Any changes or customizations of these standard delivered reports beyond what is necessary to meet the functional requirement requested by the City may result in a change order and additional cost.

The Tyler suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that its clients want the flexibility to create even more unique reports and queries to fit their own business needs. Tyler has included Report Writing training as part of our Proposal. City will also have available a Report Library of over 200 reports via the Munis Support Website.

Tyler Reporting Services (TRS) utilizes an SQL report writing tool called Business Intelligence for Visual Studio 2013 (SSDT-BI) to extract data from the Munis system and create custom reports. Once trained, City will have the ability to create its own custom reports and modify any report from the TRS Report Library.

## **A.8 Workflows**

All of the available workflow functionality in the licensed modules shall be considered as in scope. Tyler consultants will work with City resources to help identify, configure, and train on included workflow processes including preparation of the System Design Document – DED 5

## **A.9 Development Services**

No Development Services have been identified at the time of this Statement of Work. If Development Services are necessary, an enhancement request must be submitted to Tyler Development and a quote will be provided.

## **A.10 Deliverables**

Tyler will provide the Deliverables identified throughout this statement of work. Deliverables will be submitted as a work product for City review and follow the Deliverable acceptance procedures defined in Section C.11.

Deliverable	Phase	Deliverable Number
Implementation Management Plans	Cross Phase	1-1
Phase 1		
Project Plan	1	1-2
User Manuals	1	1-3
Data Conversion Plan	1	1-4
System Design Document	1	1-5
Static Environment Test (SET) Plan	1	1-6
Modification Specifications	1	1-7
Pre-Live Checklist	1	1-8

Deliverable	Phase	Deliverable Number
Lessons Learned Document	1	1-9
Custom User Manuals	1	1-10
Phase 2		
Project Plan	2	2-2
User Manuals	2	2-3
Data Conversion Plan	2	2-4
System Design Document	2	2-5
SET Test Plan	2	2-6
Modification Specifications	2	2-7
Pre-Live Checklist	2	2-8
Lessons Learned Document	2	2-9
Custom User Manuals	2	2-10
Phase 3		
Project Plan	3	3-2
User Manual	3	3-3
Data Conversion Plan	3	3-4
System Design Document	3	3-5
SET Test Plan	3	3-6
Modification Specifications	3	3-7
Pre-Live Checklist	3	3-8
Lessons Learned Document	3	3-9
Custom User Manuals	3	3-10
Phase 4		
Project Plan	4	4-2
User Manual	4	4-3
Data Conversion Plan	4	4-4
System Design Document	4	4-5
SET Test Plan	4	4-6
Modification Specifications	4	4-7
Pre-Live Checklist	4	4-8
Lessons Learned Document	4	4-9
Custom User Manuals	4	4-10

## **A.11 Tyler Forms**

Tyler’s Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms, where custom designs are not required to meet any of City’s functional requirements, would require a change order. Please note that Tyler Forms requires the use of approved printers only.

- Financial Library includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.
- General Billing Library includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.

- Payroll Library includes: 1 Payroll Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c, 1099R, 1095B and 1095C.
- Personnel Action Library includes: 1 Personnel Action form for new hires and 1 Personnel Action form for employee changes.
- Work Order/Pick Ticket Library includes: 4 (Total) Designs of Any Combination – Work Order and/or Pick Tickets
- EnerGov Permits & Code Forms Library includes: 4 Forms
- EnerGov Professional Licensing Forms Library includes: 2 Forms

## Section B: Project Governance

### B.1 City Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the project. Staff members filling each role will be listed in the project roster made a part of DED 1 – Implementation Management Plans. The joint team of the City and Tyler will ultimately be responsible for designing, developing and delivering the final products of this project.

### B.2 City Decision Making

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions. The following table identifies the type of decisions and project team members with decision authority:

Type of Decision	City Decision Making Responsibility
Changes to SOW affecting project budget and/or timing and/or project goals	Executive Steering Committee
City Policy Decisions	Executive Steering Committee
Changes to SOW not affecting project budget and/or timing and/or project goals	City Project Manager
Acceptance of Control Points / Deliverables	City Project Manager
Configuration Decisions	City Project Team

### B.3 Executive Project Sponsors:

The City Executive Project Sponsors provide support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project’s overall importance to the organization; and when called upon acting as the final authorities on all project decisions. The project sponsors will be involved in the project as needed to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The project sponsors will empower the steering committee and project team to make critical business decisions for City.

### B.4 Executive Steering Committee:

The Executive Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Steering Committee oversees the project team and the project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all project progress, project decisions, and achievement of project Control Points. The Executive Steering Committee will also provide support to the project team by communicating the importance of the project to each member’s department along with other department managers in City. The Executive Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Executive Steering Committee also serves as primary level of issue resolution for the project.

## **B.5 Project Manager:**

City's Project Manager will coordinate project team members, subject matter experts, and the overall implementation schedule and serve as the primary point of contact with Tyler. The Project Manager will be responsible for reporting to the Executive Steering Committee and providing the majority of City's change management communications and coaching.

## **B.6 Project Team:**

The assigned Project Team will have detailed subject matter expertise and be empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required City tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of City consistent with the project goals, project vision, and direction from the Project Manager and Executive Steering Committee. Project Team Leads are identified below.

City's project team is responsible for maintaining regular and effective project communications between project stakeholders and supporting overall change efforts in City.

## **B.7 Subject Matter Experts (SMEs)**

Subject Matter Experts (SME's) will play an important role in the project to provide necessary expertise not found on the project team and to support project team activities. However, subject matter experts will have a primary responsibility to their "home" department and not be available for significant periods of time on the project.

SMEs will be City's primary interface to all other users of the system throughout City (the End Users). City's End Users will ultimately be the users of the system in all areas through City. SME proactive adoption of the system is vital to City realizing success in this project. SMEs will be consulted throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

## **B.8 Technical Team:**

City's Technical Team may be primarily responsible for overall system administration, security, and workflow. The Technical Team will also handle all data conversions, interfaces, and reporting for City. It is expected that the Technical team will be responsible for system administration post go-live.

City's technical team will be responsible for all technical aspects of the project.

## **B.9 Upgrade Coordinator**

The City Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Tyler's application during the project (if required). Additionally, this role is responsible for managing the upgrade process post go-live.

- Become familiar with the upgrade process and required steps
- Become familiar with Tyler's Release Life-cycle policy
- Utilize Tyler Community to stay abreast of the latest Tyler Release Life Cycle updates as well as the latest helpful tools to manage your upgrade process
- Assist with the upgrade process, if required, during implementation
- Manage upgrade activities post-implementation
- Manage upgrade plan activities
- Coordinate upgrade plan activities with Tyler and City resources
- Communicate changes that will affect users and department stakeholders
- Obtain department stakeholder sign-offs to upgrade Live/Production environment
- Create and publish your site's multi-year, forward projection upgrade plan

## **B.10 City Tyler University Manager**

To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. City Tyler University Manager is responsible for the following roles:

- Work with the Tyler Project Manager(s) to map out standard curricula for users
- Communicate registration and enrollment requirements to City users
- Monitor the progress of user's prerequisite courses
- Act as a Tyler University resource for users
- Work with Tyler Project Manager to import users

## **B.11 Tyler Roles and Responsibilities**

Tyler plans to leverage the strengths, skills and knowledge of its blended team members. In the tables that follow, a description of the various roles associated with the overall project team is provided.

## **B.12 Tyler Executive Oversight**

The Tyler Vice President of Implementation has indirect involvement with the project and is part of the Tyler escalation process. This team member offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions. The Tyler Project Manager or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance.

Resource	Title	Key Personnel
Chris Webster	Vice President - Implementation	No

### **B.13 Implementation Director**

This team member has indirect involvement with the project and is part of the Tyler escalation process. Tyler Project Managers may consult the Implementation Director with issues and decisions regarding the project. The Implementation Director is responsible for:

Assignment of consultants and ensuring that availability, or lack of availability for consultants assigned to the City project does not negatively impact the City timeline.

- Assisting the Tyler Project Manager with resolution of issues Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Monitoring overall quality of the project including quality of consulting deliverables
- Providing proactive personal communication with City’s Executive Sponsors, City’s Steering Committee, and/or City’s Project Manager

Resource	Title	Key Personnel
Michele Tepper	Implementation Director - Midwest	No

### **B.14 Tyler Project Manager**

Tyler will assign one person the role of “Tyler Project Manager” and that individual will be responsible for the following.

- Serve as primary point of contact for City
- Coordination of all Tyler resources across all modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing.
- Monitor and manage overall project risks
- Communicate regularly with the City project manager
- Track completion of project tasks
- Escalate outstanding issues for approval within Tyler or coordinate change order process.
- Monitor project quality
- Identify and communicate any City risks that may negatively impact the project.

### **B.15 Tyler Implementation Consultants**

Tyler’s Implementation Consultants will bring to the project Tyler Munis knowledge as well as industry knowledge of public sector practices and processes that will enable each consultant to advise City on the most appropriate way of configuring Munis and overall achievement of the City project scope and goals.

### **B.16 Tyler Developers**

The Tyler Developers are offsite resources responsible for:

- Performing detailed requirement gathering for contracted modifications (in scope enhancements, custom reports and custom interfaces)
- Reviewing the existing development queue and existing product offerings to determine if the desired functionality can be provided in a less expensive fashion
- Creating and delivering functional specifications for contracted modifications
- Programming and incorporating modifications per the specifications into the base product
- Performing internal quality assurance and developing technical and help documentation
- Providing custom development packages to be loaded into the Tyler system via the Munis Internet Update (MIU) utility
- Performing and providing any necessary modification defect corrections

### **B.17 Tyler Implementation Programmers**

The Tyler Implementation Programmers are offsite resources responsible for:

- Validating customer data files are readable
- Developing customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping.
- Providing custom conversion packages to be loaded into Tyler's system via the Munis Internet Update (MIU) utility.
- Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting City with understanding and interpreting those reports.
- Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered

### **B.18 Tyler Forms Designers**

The Tyler Forms Designers are offsite resources responsible for:

- Providing specifications, or Forms Kits, for all forms in scope
- Reviewing requirements for equipment and supplies
- Developing and provide form mock-up designs
- Conducting review of City's form mock-up sheets
- Developing final form designs
- Testing forms and modifying as appropriate based on test results
- Working with City team members on the results of functional testing and making changes to address issues from testing
- Configuring and installing forms software and approved forms
- Producing design and troubleshooting documentation for forms

### **B.19 Tyler Support Account Manager**

Tyler Support Account Managers are offsite resources responsible for the following the first year after each phase go-live:



- Providing post-implementation City management and planning services
- Planning and preparing for key first year processes such as year-end and W-2 processing
- Assisting City plan release upgrades

## **B.20 Tyler Technical Support Specialist**

Tyler Support Specialists are offsite resources responsible for:

- Managing incoming customer issues via phone, email and online customer incident portal
- Documenting and prioritizing issues in Tyler's Customer Relationship Management (CRM) system
- Providing issue analysis and general product guidance
- Tracking issues and tickets to timely and effective resolution
- Identifying options for resolving the reported issue
- Reporting and escalating defects to Tyler Development
- Communicating with customers on the status and resolution of reported issues

## Section C: Project Management

This section outlines key project management tasks that are to occur throughout the project.

### C.1 Project Plan Development and Management

Tyler will create the project plan for phase one within (thirty) 30 calendar days from the first project planning call, which is to occur after the contract signing and will help Tyler get the information necessary to complete the project plan. Upon completion and acceptance of the phase 1 project plan (DED 2), Tyler will begin work on the project plan for Phase 2, 3 and 4. Project plans for phase 2, 3, and 4 shall be completed at least ninety (90) calendar days prior to the start of any Phase 2, 3, or 4 activities. Once the project plan is approved by City, Tyler’s project manager will edit and update as necessary as part of regularly scheduled project management meetings with City’s project manager(s). Project plans will be kept up to date by Tyler throughout the project.

All project tasks will be assigned owners and due dates which correspond with the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates.

	City Role	Tyler Role
Steering Committee/Regional Manager	<ul style="list-style-type: none"> <li>Review project plan</li> </ul>	<ul style="list-style-type: none"> <li>Review project plan for compliance with SOW</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Work with Tyler project manager to develop project plan</li> </ul>	<ul style="list-style-type: none"> <li>Take lead in developing project plan</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>Review project plan</li> </ul>	<ul style="list-style-type: none"> <li>Review and become familiar with full project plan</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>Identify applicable meetings/deadlines on project plan and plan accordingly</li> </ul>	<ul style="list-style-type: none"> <li>Identify applicable meetings/deadlines on project plan and plan accordingly</li> </ul>

#### C.1.1 Requirements/Notes

The Project Work Plan will contain:

- Project’s activities and tasks
- Dates of project activities and tasks
- Specific resources assigned to project tasks
- Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages
- Control Points and Deliverables
- City Review Periods for Control Points and Deliverables
- Project Acceptance of Implementation Control Points
- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project

schedule as each analysis and implementation session builds on the decisions made in prior sessions

- The project plan will be consistent with the SOW
- All homework and other activities required of either the City Project Team or Tyler consultants will be included on the project plan.

## **C.2 Project Status Reports**

Tyler will prepare project status reports every month throughout the project. Project reports are intended for the City Executive Sponsor, City Steering Committee, Tyler Executive Oversight, and Tyler Regional Manager and provide the following key elements:

- Project Status
- Summary of accomplishments
- Status of Control Points and Deliverables
- Upcoming tasks and schedule
- Assist with Identification Issues/Risks (including issues/risk that may impact project goals)
- Planned risk mitigation strategy
- Summary of change requests.

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and City on a bi-weekly basis, or more often if deemed necessary by either the Tyler Project Manager or City Project Managers.

	City Role	Tyler Role
Steering Committee/Regional Manager	<ul style="list-style-type: none"> <li>• Review status reports</li> </ul>	<ul style="list-style-type: none"> <li>• Review status reports</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• Provide any necessary updates for status reports</li> <li>• Participate in bi-weekly status meetings</li> <li>• Review status reports</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare status reports</li> <li>• Post status report to project SharePoint</li> <li>• Facilitate bi-weekly status meeting</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Review status reports</li> <li>• Participate in bi-weekly status meeting if necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in bi-weekly status meeting if necessary</li> </ul>
Subject Matter Expert / Other		

### **C.2.1 Requirements/Notes**

The format for the status reports will be mutually agreed as part of the project planning phase of the project.

City will cooperate and provide information for inclusion on the status report.

Tyler will submit one status report that identifies issues related to the entire project. In the event that Tyler has multiple resources working on the project at one time, the Tyler project manager will coordinate issues and submit one status report.

The Status report will be delivered at least two (2) business days prior to any scheduled Executive Sponsor, Steering Committee, or Project Manager meeting at which the status report is being discussed.

Project status reports are intended to be executive level communications on project progress, project risk, and contain updates and analysis of any current issue, concern, or decision point requiring executive level attention. The City understands that Tyler may use SharePoint to generate status reports, but expects that the Tyler project managers ensure that project status reports are accurate and reflect the current project situation.

### **C.3 Requirements Traceability Matrix (RTM)**

Tyler will work with the City in a dual effort to track and report City’s Functional Requirements and how each has been satisfied within the project. Similarly, City and Tyler will work together to document any requirements that are determined during the project to be no longer required by City. It is the responsibility of Tyler consultants to ensure that all requirements have been covered and included as part of the DED-5 – System Design Document. As part of the Static Environment Test, City will validate the full scope of the project has been included and identify any issues with the Functional Requirements and notify Tyler. Tyler shall incorporate tasks into the project plan necessary for satisfying any in scope requirements for both Tyler and City personnel.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>• Manage RTM</li> </ul>	<ul style="list-style-type: none"> <li>• Review RTM</li> <li>• Create plan for addressing RTM Issues</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Identify Issues from RTM</li> </ul>	<ul style="list-style-type: none"> <li>• Review and understand functional requirements</li> </ul>
Subject Matter Expert / Other		

#### **C.3.1 Requirements/Notes**

City will create the initial RTM out of the functional requirements attached to this Agreement as Exhibit X.

### **C.4 SharePoint**

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Tyler project documents, any City project documents, any deliverables, sign offs, change orders or other documents that will be shared with the project team.

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> <li>• Review SharePoint site as necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Review SharePoint site as necessary</li> </ul>

Project Manager	<ul style="list-style-type: none"> <li>• Manage City information on SharePoint Site</li> </ul>	<ul style="list-style-type: none"> <li>• Manage overall SharePoint site include set up of SharePoint folders</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Utilize SharePoint site for project documents (both posting and downloading)</li> </ul>	<ul style="list-style-type: none"> <li>• Utilize SharePoint site for project documents (both posting and downloading)</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• Review SharePoint as necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Post trip reports and other documents as necessary.</li> </ul>

#### C.4.1 Requirements/Notes

As part of the Project Kick Off, The Tyler Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use.

The City and Tyler will mutually agree upon SharePoint use for the project.

Tyler performs a daily routine backup for all City SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services. Tyler does not provide SharePoint consulting services to restore provided backup files in City-hosted environment.

#### C.5 Agendas

Tyler’s project manager will provide agendas at least 2 weeks prior to any on-site meeting. Agendas will include:

- Session Title
- Required Attendees
- Prerequisites (eLearning and documents)
- Session Topics
- Requirements (classroom)
- Known homework tasks to be assigned

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>• Review Agenda</li> <li>• Distribute to Meeting Participants</li> </ul>	<ul style="list-style-type: none"> <li>• Develop agendas</li> <li>• Post agendas to SharePoint</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Review Agendas prior to meeting</li> </ul>	<ul style="list-style-type: none"> <li>• Review agendas prior to meeting</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• Review agendas prior to meeting</li> </ul>	<ul style="list-style-type: none"> <li>• Review agendas prior to meeting</li> </ul>

#### C.5.1 Requirements/Notes

- Upon submission of the agenda, City shall review and provide comments or questions on the agenda within five (5) business days. Tyler shall make any required revisions promptly to allow for appropriate meeting preparation.
- All meeting participants will review meeting agendas prior to the meeting.

## C.6 Executive Steering Committee Meetings

The Project Communications Plan developed at the beginning of the project (as part of the implementation management plan) will identify a meeting schedule for the City Executive Steering Committee. It is expected that the Executive Steering Committee will meet weekly and City project managers, will prepare the Executive Steering Committee Agenda prior to all scheduled Executive Steering Committee meetings. The Executive Steering Committee agenda will include any issues that require approval at the next meeting. If necessary, Tyler’s Project Manager, or Regional Manager may participate in the Executive Steering Committee meeting either in person or by phone.

	City Role	Tyler Role
Steering Committee / Tyler Regional Manager or Tyler Executive Oversight	<ul style="list-style-type: none"> <li>Participate in meetings at least once per every 2 weeks</li> </ul>	<ul style="list-style-type: none"> <li>Participate in Steering Committees as necessary</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Develop agenda for steering committee meeting</li> </ul>	<ul style="list-style-type: none"> <li>Participate in Steering Committees as necessary</li> </ul>
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

### C.6.1 Requirements/Notes

In the event that there are project issues that require Tyler’s on-site participation, City will not be required to reimburse the costs of travel for Tyler’s Project Manager, Regional Project Manager, or Tyler Executive Sponsor’s on-site participation City may cancel Executive Steering Committee Meetings if there are not a sufficient number of items to discuss or if items can be deferred until the following meeting.

## C.7 Site Reports

Each Tyler resource that is on-site for project activities with City will provide a site-report and post to the Tyler SharePoint site. All site reports will contain meeting notes, issues, and documentation of any decisions during the visit. Site reports will be completed within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding it to the Issues Log.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>Review site reports</li> </ul>	<ul style="list-style-type: none"> <li>Review site reports</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>Review site reports</li> </ul>	<ul style="list-style-type: none"> <li>Complete site reports</li> </ul>
Subject Matter Expert / Other		<ul style="list-style-type: none"> <li>Complete site reports</li> </ul>

### C.7.1 Requirements/Notes

- Any issues identified on the site report will also be identified on the Project Issues Log
- All site reports will be completed no later than one week after completion of a site visit.
- All site reports will be reviewed and edited for quality by the Tyler project manager prior to posting to SharePoint for City review.
- The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.

- Completion of site reports will be part of acceptance criteria for each phase.

## **C.8 Issues Log and Issue Tracking**

Tyler will maintain a list of issues (both open and closed) that have been identified for the project on the SharePoint site. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Upon identification of project issues, risks, and key project decisions both Tyler and City team members are responsible for adding the issue to the Issues Log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Module/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested
- Date Closed

City and Tyler Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. City and Tyler Project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the project, City and Tyler Project Managers will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Tyler implementation team will coordinate as necessary with Tyler’s internal resources.

	City Role	Tyler Role
Steering Committee / Tyler Regional Manager	<ul style="list-style-type: none"> <li>• Serve as point of escalation of issues</li> </ul>	<ul style="list-style-type: none"> <li>• Serve as point of escalation of issues</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• Document and review issues</li> </ul>	<ul style="list-style-type: none"> <li>• Document and review issues</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Document issues</li> </ul>	<ul style="list-style-type: none"> <li>• Document issues</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• Report issues to Project Manager or Project Team Lead</li> </ul>	<ul style="list-style-type: none"> <li>• Report issues to Project Manager</li> </ul>

### **C.8.1 Requirements/Notes**

- At any time during the project, if City is not satisfied with the level of response from the Tyler Project Managers or Tyler Regional Manager, or if the Tyler Project Manager or Tyler Regional Manager do not have the ability to make key decisions or resolve potential issues,

City will reserve the right to escalate the issue to the Tyler Executive Oversight Team. Tyler’s Executive Oversight Team will have responsibility for overall project delivery.

- Any task that has not been completed by the scheduled due date in the project plan will be highlighted in the project status report and reviewed by the Tyler and City Project Managers during regular status meetings. Overdue tasks will be elevated to the proper level of either Tyler or the City for resolution if not completed within 1 week past the due date.

## **C.9 Risk Management**

City and Tyler will jointly work to identify and communicate risks and identify strategies for mitigating the impacts of project risks.

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> <li>• Address any issues escalated to the Steering Committee level</li> </ul>	<ul style="list-style-type: none"> <li>• Address any issues escalated to the Steering Committee level</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• Monitor risks and communicate any identified risks to the Tyler project manager and Steering Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Monitor risks and work with City project manager to develop risk mitigation plans</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Communicate any risks to the City project manager</li> </ul>	<ul style="list-style-type: none"> <li>• Communicate any risks to the Tyler project manager</li> </ul>
Subject Matter Expert / Other		

### **C.9.1 Requirements/Notes**

- Risks will be monitored, recorded, and assessed using an agreed upon methodology in the Tyler Risk Plan. All risks will be actively monitored by both Tyler and City
- Tyler will have responsibility for maintaining the project risk plan.
- Any new project risks will be included on the project status reports.

## **C.10 Scope/Contract Change Process**

Tyler acknowledges that any scope change proposal that affects the total cost of the project is subject to the City’s policies and must provide adequate time for consideration. City acknowledges that such scope change proposals may affect the implementation costs, schedule and go-live dates, which will be changed by mutual agreement. All scope change proposals shall be governed by the terms and conditions of the Master Agreement.

### **C.10.1 Implementation Services Change Process**

If City requires the performance of services, including any implementation, consulting, training, or conversion services that are not then being performed, or requires a change to the existing services, City’s Project Manager shall deliver to the Tyler’s Project Managers an implementation services scope change request specifying the proposed work with sufficient detail to enable Tyler to evaluate it. Tyler, within ten (10) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request, shall provide City with a written scope change proposal containing the following:



- Detailed description of resources (both Tyler and City) required to perform the change
- Implementation Plans
- Schedule for completion
- Acceptance criteria
- Impact on cost and schedule
- Impact on project goals and objectives
- Price

### **C.10.2 Product Enhancement/Change Process**

If the City requires the modification of the products in scope, including any interface not in scope, the City's Project Manager shall submit the request via the Enhancement Request Process documented on Tyler Community specifying the proposed enhancement with sufficient detail to enable Tyler to evaluate it.

Tyler has two different types of Product Enhancement Requests:

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler's Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help us best determine the areas of the product needing to be addressed.
2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by our Development Teams. Tyler, within thirty (30) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request. If the request is not generally consistent with the current direction of the respective product Tyler will notify City in writing; otherwise Tyler shall provide City with a written development scope change proposal containing the following:
  - Specification
  - Schedule for completion
  - Minimum version requirements
  - Any additional implementation services required, such as project management, conversions, forms output and/or training outside of the current project scope
  - Impact on current cost and schedule
  - Impact on project goals and objectives
  - Response Due Date
  - Total cost

All Request for Development requests will be coordinated and/or approved first by City Project Manager or other designee and Tyler Project Manager. Development requests will also be identified on the issues log and elevated to City Executive Team for review at the next Executive Team meeting.

By the Response Due Date City shall notify Tyler in writing if City elects to proceed with the Development request. Tyler's Project Manager will submit the approved Development request to Tyler's

Contract team to create a contract amendment. Tyler will schedule the work described in the Development change request upon Tyler’s receipt of a signed contract amendment. If, by the Response Due, City gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it.

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> <li>Review and approve change proposals</li> </ul>	
Project Manager	<ul style="list-style-type: none"> <li>Communicate requested changes to Tyler</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate change process</li> <li>Communicate requested changes to City</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>Communicate issues, risks, and other potential change items to City project manager</li> </ul>	<ul style="list-style-type: none"> <li>Communicate issues, risks, and other potential change items to Tyler project manager</li> </ul>
Subject Matter Expert / Other		

**C.10.3 Requirements/Notes**

- City acknowledges that such scope change proposals may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement.
- Within the timeframe specified in Tyler’s scope change proposal, which timeframe shall not be less than ten (10) business days from City Project Managers’ receipt of such scope change proposal, City shall notify Tyler in writing if City elects to proceed with the change proposal.
- All scope change requests and scope change proposals will be approved first by City Project Managers and Tyler Project Managers. Scope change requests that impact the project timeline and/or the project Control Points, including costs will also be elevated to City Executive Steering Committee for review

**C.11 Implementation Control Point and Deliverables:**

When complete, all Deliverables and Control Points require acceptance from the City project manager. Upon completion, the Tyler project manager shall notify the City project manager and provide any necessary documents for review.

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> <li>Review any issues escalated from the City or Tyler project manager</li> </ul>	<ul style="list-style-type: none"> <li>Review any issues escalated from the City or Tyler project manager</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Review and accept/reject</li> <li>Provide feedback on rejections</li> <li>Review control point and upon completion grant sign off</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate acceptance process</li> <li>Review control point and upon completion grant sign off</li> </ul>
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

**C.11.1 Implementation Control Point and Deliverable Acceptance Process**

The following process will be followed for accepting Deliverables and Control Points:

1. Tyler shall submit each Control Point or Deliverable to City for review. Upon completion each Control Point or Deliverable, Tyler shall present an acceptance form.
2. If City does not agree that the particular Deliverable or Control Point has been met, City shall notify Tyler, in writing, with its reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the delivery.
3. Tyler shall correct any deficiencies and resubmit the Deliverable or Control Point within five (5) business days. City shall then have five (5) business days from receipt of the resubmitted Deliverable or Control Point to accept or again submit written notification of its reasons for rejecting the Control Point or Deliverable. If you do not sign off within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted.
4. The process set forth in the paragraphs above shall continue until all issues have been addressed and the Deliverable or Control Point is accepted by the City.
5. Acceptance will be initiated and managed by utilizing the Tyler SharePoint workflow approval process.

**C.11.2 Requirements/Notes**

- All review and acceptance periods will be identified on the project plan.
- The City project manager will have decision authority to approve/reject all project Control Points and Deliverables
- Acceptance will be initiated and managed by utilizing the SharePoint workflow approval process.
- Tyler’s Implementation Director will review project status at each control point and verify that appropriate project tasks have been completed.

**C.12 Other Project Management Resources**

**C.12.1 Tyler University**

To assist with the knowledge transfer of Tyler’s products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Courses provide step-by-step, interactive eLearning recordings that allows users to enroll and participate in session content on their schedule. Tyler University will be available to City staff upon installation of Tyler’s ERP system.

	City Role	Tyler Role
Project Manager / Tyler University Manager	<ul style="list-style-type: none"> <li>• Assist with creation of Tyler University user accounts</li> <li>• Ensure users are following curriculums</li> <li>• Monitor and communicate user progress to City management staff</li> </ul>	<ul style="list-style-type: none"> <li>• Assist with creation of Tyler University user accounts</li> <li>• Provide user progress reports</li> </ul>

	City Role	Tyler Role
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses</li> </ul>	<ul style="list-style-type: none"> <li>Communicate and identify prerequisite content on agendas and site reports.</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

### C.12.2 Knowledge Base

Tyler provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledgebase. Knowledge base will be available to City staff at the time of contract signing.

	City Role	Tyler Role
Steering Committee		
Project Manager		<ul style="list-style-type: none"> <li>Provide reference to knowledge base documents</li> </ul>
Project Team / Implementation Consultant		<ul style="list-style-type: none"> <li>Provide reference to knowledge base documents</li> </ul>
Subject Matter Expert / Other		

### C.12.3 Requirements/Notes

- Tyler will ensure that all referenced knowledge base documents are current and applicable for City’s project.
- References to documents on the knowledge base will be specific and direct City to specific documents.
- Tyler will provide guidance and demonstrate to City project team members how to use the knowledge base to find necessary information.

## **Section D: Technology Architecture**

### **D.1 Hardware Requirements**

Appendix 3: Tyler System Specifications outlines the recommended system requirements for servers and City workstations supporting and accessing the Tyler ERP system.

### **D.2 Environments**

As part of the project, Tyler will assist City in establishing the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments. During the implementation project, environments will be established separately for each phase.

- Testing
- Training
- Production/Live
- Implementation

### **D.3 Key Dates for Hardware Availability**

To prevent delays in the implementation schedule, it is the responsibility of City to have procured and installed all applicable hardware meeting the requirements listed in Section D.1 within 60 calendar days after the effective date of the Agreement. Failure to have necessary hardware within 60 calendar days may result in delay in installing the Tyler software on City's hardware and may require changes to the implementation schedule.

## Section E: Implementation

### E.1 Implementation Methodology Overview

Each phase of the project will be implemented using the methodology defined below. Throughout the project methodology, Tyler has established control points (critical review points) to ensure an organization fully understands and accepts the project and to ensure that Tyler is providing quality services to assist in City’s implementation. It is at these check points that organizational stakeholders monitoring the overall project (for both Tyler and City) must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase. Control points are defined in the section below and the process for accepting each is identified in Section C.11.

### E.2 Control Points

To ensure quality and adherence to the methodology identified in this SOW, Tyler and City have identified the following control points that must be formally accepted prior to moving on in the project. Control points are as follows:

Phase	Control Point	Description
1	1.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> <li>• Kick-off complete</li> <li>• Implementation Management plans accepted (DED 1-1)</li> <li>• Project Plan accepted and posted to project SharePoint site (DED 1-2)</li> </ul>
1	1.2	Chart of Accounts Design Acceptance <ul style="list-style-type: none"> <li>• Chart of Accounts analysis complete</li> <li>• Chart of Accounts Workbook delivered</li> </ul>
1	1.3	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> <li>• As-is/to-be analysis complete</li> <li>• Static Environment Test scripts accepted (DED 1-6)</li> </ul>
1	1.4	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> <li>• Static Environment Test complete</li> </ul>
1	1.5	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> <li>• Training complete for all applicable processes</li> <li>• Go-live planning complete</li> <li>• Authorization to load Tyler Forms Libraries</li> <li>• Pre-live check list accepted (DED 1-8)</li> </ul>
1	1.6	Authorization to begin Live Processing <ul style="list-style-type: none"> <li>• Go-live checklist complete</li> <li>• Authorization to load required data conversions into Live/Production</li> <li>• Authorization to begin live processing</li> </ul>
1	1.7	Phase Closure <ul style="list-style-type: none"> <li>• Post-live training topics scheduled, if applicable</li> </ul>

Phase	Control Point	Description
		<ul style="list-style-type: none"> <li>Support transition call complete</li> </ul>
2	2.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> <li>Kick-off complete</li> <li>Implementation Management plans accepted (DED 2-1)</li> <li>Project Plan accepted and posted to project SharePoint site (DED 2-2)</li> </ul>
2	2.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> <li>As-is/to-be analysis complete</li> <li>Static Environment Test scripts accepted (DED 2-6)</li> </ul>
2	2.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> <li>Static Environment Test complete</li> </ul>
2	2.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> <li>Training complete for all applicable processes</li> <li>Go-live planning complete</li> <li>Authorization to load Tyler Forms Libraries</li> <li>Pre-live check list accepted (DED 2-8)</li> </ul>
2	2.5	Authorization to begin Live Processing <ul style="list-style-type: none"> <li>Go-live checklist complete</li> <li>Authorization to load required data conversions into Live/Production</li> <li>Authorization to begin live processing</li> </ul>
2	2.6	Phase Closure <ul style="list-style-type: none"> <li>Post-live training topics scheduled, if applicable</li> <li>Support transition call complete</li> </ul>
3	3.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> <li>Kick-off complete</li> <li>Implementation Management plans accepted (DED 3-1)</li> <li>Project Plan accepted and posted to project SharePoint site (DED 3-2)</li> </ul>
3	3.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> <li>As-is/to-be analysis complete</li> <li>Static Environment Test scripts accepted (DED 3-6)</li> </ul>
3	3.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> <li>Static Environment Test complete</li> </ul>
3	3.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> <li>Training complete for all applicable processes</li> <li>Go-live planning complete</li> <li>Authorization to load Tyler Forms Libraries</li> <li>Pre-live check list accepted (DED 3-8)</li> </ul>
3	3.5	Authorization to begin Live Processing <ul style="list-style-type: none"> <li>Go-live checklist complete</li> <li>Authorization to load required data conversions into Live/Production</li> <li>Authorization to begin live processing</li> </ul>
3	3.6	Phase Closure

Phase	Control Point	Description
		<ul style="list-style-type: none"> <li>Post-live training topics scheduled, if applicable</li> <li>Support transition call complete</li> </ul>
4	4.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> <li>Kick-off complete</li> <li>Implementation Management plans accepted (DED 4-1)</li> <li>Project Plan accepted and posted to project SharePoint site (DED 4-2)</li> </ul>
4	4.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> <li>As-is/to-be analysis complete</li> <li>Static Environment Test scripts accepted (DED 4-6)</li> </ul>
4	4.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> <li>Static Environment Test complete</li> </ul>
4	4.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> <li>Training complete for all applicable processes</li> <li>Go-live planning complete</li> <li>Authorization to load Tyler Forms Libraries</li> <li>Pre-live check list accepted (DED 4-8)</li> </ul>
4	4.5	Authorization to begin Live Processing <ul style="list-style-type: none"> <li>Go-live checklist complete</li> <li>Authorization to load required data conversions into Live/Production</li> <li>Authorization to begin live processing</li> </ul>
4	4.6	Phase Closure <ul style="list-style-type: none"> <li>Post-live training topics scheduled, if applicable</li> <li>Support transition call complete</li> </ul>

\* Note: City may authorize Tyler to proceed with the project and withhold acceptance of the control point. For the control point to be accepted, all work identified under each must be complete.

### **E.3 Project Initiation**

During this step, Tyler and City will begin working to plan the project kick off meeting. The kick off will be scheduled and completed no later than sixty calendar (60) days after contract signing, but not before the Phase 1 project plan is completed. During the kick off, Tyler’s project team will meet City’s project team and discuss project expectations and policies. All team members will be present for the project kick off.

#### **E.3.1 Task – Project Kick Off**

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> <li>Participate in kick off meeting</li> </ul>	
Project Manager	<ul style="list-style-type: none"> <li>Review SOW</li> </ul>	<ul style="list-style-type: none"> <li>Review SOW</li> </ul>



	<ul style="list-style-type: none"> <li>• Coordinate kick off meeting</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate kick off meeting</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Review SOW</li> <li>• Participate in kick off meeting</li> </ul>	<ul style="list-style-type: none"> <li>• Review SOW</li> <li>• Participate in kick off meeting</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• Participate in kick off meeting</li> </ul>	

### E.3.2 Requirements/Notes

- All Tyler project managers and implementation consultants will become familiar with the contract, SOW, and any applicable City policies.
- The kick off meeting presentation will be a collaborative effort between City and Tyler
- Tyler will lead development of the kick off presentation (City to provide input) and the kick off presentation will be developed specific to the City project (not a generic kick off PowerPoint template).
- All Key Personnel assigned to the project will be present at the respective phase kick off meeting, assuming that applicable and effective project tasks can occur with subsequent to the kick-off.
- Kick Off meetings will occur prior to the beginning of each phase.

### E.3.3 Outcomes/Deliverables

- Deliverables:
- Project Outcomes:
  - Introduction of all key project team members
  - All project team members understand project and contract requirements
  - City project team members understand Tyler implementation approach

## E.4 Project Planning

City and Tyler will work to develop customized project plans and implementation management plans that document key project management processes and policies. The project management plans will establish project policies for the duration of the project and be consistent across all phases of the project. Overall project planning will occur at the beginning of the project for all phases and the implementation management plan (DED-1) will be developed to cover all phases. As part of the implementation management plan tasks Tyler will provide change management training. The project plan, as defined in Section C.1 will occur in phases

### E.4.1 Develop Implementation Management Plans

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> <li>• See DED 1</li> </ul>	<ul style="list-style-type: none"> <li>• See DED 1</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• See DED 1</li> </ul>	<ul style="list-style-type: none"> <li>• See DED 1</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• See DED 1</li> </ul>	<ul style="list-style-type: none"> <li>• See DED 1</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• See DED 1</li> </ul>	<ul style="list-style-type: none"> <li>• See DED 1</li> </ul>

#### E.4.2 Develop Project Plan

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> <li>• See Section C.1</li> </ul>	<ul style="list-style-type: none"> <li>• See Section C.1</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• See Section C.1</li> </ul>	<ul style="list-style-type: none"> <li>• See Section C.1</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• See Section C.1</li> </ul>	<ul style="list-style-type: none"> <li>• See Section C.1</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• See Section C.1</li> </ul>	<ul style="list-style-type: none"> <li>• See Section C.1</li> </ul>

#### E.4.3 Requirements/Notes

- Project Planning will occur in full during Phase 1. For subsequent phases, the Tyler project manager and City project manager will review plans and make any necessary changes, as applicable.

#### E.4.4 Outcomes/Deliverables

- Deliverables:
  - Deliverable 1: Implementation Management Plans (DED 1)
  - Deliverable 2: Project Plan/Schedule (DED 2)
  - Deliverable 3: Standard Tyler Munis User Manuals (DED 3)
- Project Outcomes:
  - Project Plan Complete
  - Project Plan Includes Full Scope of Project and is Consistent with SOW Tasks
  - Implementation Plans complete and all project stakeholders understand key project management processes and roles throughout the project.
- Control Point(s):
  - Phase Schedule Accepted

### E.5 Structural Foundation

The Structural Foundation includes tasks required to start a Munis implementation.

#### E.5.1 Chart of Accounts (CoA) design

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Build CoA Spreadsheet</li> <li>• Review and confirm CoA in spreadsheet was loaded correctly</li> <li>• Load converted CoA into Munis</li> </ul>	<ul style="list-style-type: none"> <li>• Discuss CoA options</li> <li>• Facilitate discussions on CoA Best practices</li> </ul>

		<ul style="list-style-type: none"> <li>• Demonstrate CoA options in Munis</li> <li>• Train City on preparing CoA Spreadsheet</li> <li>• Review and validate CoA spreadsheet</li> </ul>
Subject Matter Expert / Other		

### E.5.2 Software installation

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>• Coordinate software installation activities</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate software installation activities</li> </ul>
Project Team / Implementation Consultant		
Technical Team	<ul style="list-style-type: none"> <li>• Assist with install</li> </ul>	<ul style="list-style-type: none"> <li>• Install software</li> </ul>

### E.5.3 Initial System Administration Training.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>• Schedule training attendees</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate Training</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Attend Training</li> </ul>	<ul style="list-style-type: none"> <li>• Provide Training</li> <li>• Provide training materials/documentation</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• Attend Training (City Technical Team)</li> </ul>	

### E.5.4 Project Team Overview:

During this step, Tyler will provide City Project Team members an overview on standard functionality and module integration points to better understand the system prior to making any project or business processes decisions.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>• Schedule training and secure training facilities</li> <li>• Attend scheduled sessions</li> </ul>	<ul style="list-style-type: none"> <li>• Schedule and coordinate</li> <li>• Provide overview system training on standard Munis features</li> <li>• Provide “how-to” documentation for all purchased modules</li> <li>•</li> </ul>

Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>Attend sessions</li> </ul>	<ul style="list-style-type: none"> <li>Provide overview</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>Attend sessions, as necessary</li> </ul>	
Tyler University Manager / Tyler Project Manager	<ul style="list-style-type: none"> <li>Provide project team login details and curriculum assignments for Tyler University</li> <li>Ensure users are able to access and enroll in Tyler University courses</li> </ul>	<ul style="list-style-type: none"> <li>Provide Tyler University user and curriculum requirements</li> <li>Coordinate setup of Tyler University users</li> </ul>

### E.5.5 Requirements/Notes

- With the exception of project team training, Structural foundation will only occur for Phase 1

#### **Chart of Accounts**

- Tyler will provide written recommendations for the City’s chart of accounts. Recommendations will be incorporated into DED 5 – System Design Document.
- City will complete the Tyler Munis CoA workbook as instructed by Tyler consultants
- Tyler consultants will explain and follow up on any City questions related to most applicable configurations of the CoA.
- Tyler consultants will review all federal, grantor, or other requirements for the City chart of accounts and ensure that the set up will be sufficient to handle any reporting, tracking, or budgeting needs of City.

#### **Installation**

- Tyler will install any third party software included as part of the scope of the project phase

#### **System Admin Training**

- System admin training will be provided for the City Technical Team and select members of the City Project Team.

#### **Project Team Overview**

- Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on Tyler University, the project SharePoint site or linked to our Knowledge Base for easy access by attendees. City will be responsible for printing any necessary documents for the users, as needed.
- Prior to scheduled sessions, all users must have access to the training environment. The users must have logins established and know how to access the training environment.
- Project team members will be setup and enrolled in their respective Tyler University curriculums with enough time to complete prerequisite courses.
- Project Team shall complete all prerequisite Tyler University requirements prior to attending related training sessions.

### E.5.6 Outcomes/Deliverables

- Deliverables:
  - N/A

- Project Outcomes:
  - Munis successfully installed and system installation accepted by City
  - Project team members trained on standard Munis features
  - Chart of accounts defined and loaded into Munis.
- Control Point(s):
  - Chart of Accounts Design Acceptance

## **E.6 Knowledge Transfer**

Knowledge transfer for the project includes tasks necessary to, conduct an as-is analysis, provide to-be demonstrations, and document system set-up decisions. As part of the as-is analysis, Tyler will review all in scope items (both functional and organizational) scope to best assess how the City should be configuring Munis. Prior to the project, City completed detailed as-is process maps. Tyler consultants will review all City documentation and be familiar with current processes prior to analysis meetings. As-is analysis is intended to review detailed City needs and how Munis would be configured to meet these needs.

### **E.6.1 As-Is Analysis**

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Complete process questionnaires</li> <li>• Participate in As-Is Sessions</li> </ul>	<ul style="list-style-type: none"> <li>• Review City project documentation</li> <li>• Review as-is process maps</li> <li>• Provide process questionnaires</li> <li>• Conduct analysis of City business processes</li> <li>• Identify detailed configuration requirements</li>   <li>• Review inventory of processing, configuration and data flow options</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• Participate in As-Is Sessions</li> </ul>	

### **E.6.2 Data Conversion Analysis**

Tyler consultants will complete a data conversion analysis. During the analysis current data systems will be reviewed and consultants will determine with City staff a plan for data conversion. Data conversion plan will include:

- Scope of data conversion
- Level of detail converted
- Historical data converted
- Identification of current data sources
- Strategy and timing for data conversion

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Make decisions on data conversion plans</li> <li>• Identify current data to be converted</li> </ul>	<ul style="list-style-type: none"> <li>• Review contracted data conversions</li> <li>• Review current data</li> <li>• Provide recommendations for data conversion</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• Identify current data to be converted</li> </ul>	

### E.6.3 Security Analysis

Application security needs are defined during analysis. All user access roles and permissions are reviewed and options are discussed and implemented along with their particular module. Tyler will conduct the security analysis for all the types of users being implemented within each phase. As part of the security analysis, Tyler will deliver a security matrix to assist City to identify appropriate permissions and roles needed to meet City business processes.

Tyler will reference roles defined in the Security Matrix as part of recommendations contained in DED 5-System Design Document.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Attend meetings</li> <li>• Make security decisions</li> <li>• Document security decisions in security matrix</li> </ul>	<ul style="list-style-type: none"> <li>• Review City business process and facilitate process to define user access roles and permissions</li> <li>• Identify correct Munis security features to match to City business process decisions</li> </ul>
Subject Matter Expert / Other		

### E.6.4 Workflow Analysis

Workflow business rules are defined during analysis and users will be trained to set up all workflow functionality to accommodate City’s business practices. All available workflow options are discussed and implemented along with their particular module analysis and setup training sessions. Tyler will conduct the workflow analysis for all workflows applicable to the modules being implemented and processes decided upon. As part of the workflow analysis, Tyler will deliver a workflow matrix to assist City to identify appropriate workflow roles and processes configurations to meet City business processes. Tyler will reference the Workflow Matrix as part of recommendations contained in the Design Document.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Attend meetings</li> <li>• Make workflow decisions</li> <li>• Document workflow decisions in workflow matrix</li> </ul>	<ul style="list-style-type: none"> <li>• Review City business process and facilitate process to define new Munis workflows</li> <li>• Identify correct Munis workflow features to match to City business process decisions</li> </ul>
Subject Matter Expert / Other		

### E.6.5 Custom Interface Analysis

Custom Interfaces involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Munis and a third party system.

So long as the 3<sup>rd</sup> party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3<sup>rd</sup> party products, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

Tyler will train on the standard import and export functionality within the contracted modules, as needed.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Identify requirements for interfaces</li> <li>• Coordinate third party interface needs/development</li> <li>• Document Interface</li> </ul>	<ul style="list-style-type: none"> <li>• Review existing standard interface options within Munis</li> </ul>
Subject Matter Expert / Other		

### E.6.6 Program Modifications Analysis

Program customizations or modifications (“Program Modifications”) require changes or additions in program functionality in order to affect some new, desired result within the Munis programs. No program modifications have been identified and contracted in the scope of this project. Desired changes would follow the process outlined in the Scope/Contract Change Process section.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• See DED 07</li> </ul>	<ul style="list-style-type: none"> <li>• See DED 07</li> </ul>

Subject Matter Expert / Other		
-------------------------------	--	--

### E.6.7 Business Process Analysis

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Participate in best practice discussions</li> <li>• Determine policy &amp; procedure decisions for Munis software</li> <li>• Facilitates discussions of business process change and coordinate additional (non-Tyler) business process discussions</li> </ul>	<ul style="list-style-type: none"> <li>• Lead analysis of possible process changes</li> <li>• Review best practices</li> <li>• Facilitate discussion of best practice recommendations</li> <li>• Demonstrate options for configuration of Munis</li> <li>• Review table and set up options</li> <li>• Review desired changes in business processes and data flows</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• Participate in meetings</li> </ul>	

### E.6.8 To-Be Decisions

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> <li>• Review business process decisions</li> <li>• Make decisions elevated to steering committee</li> </ul>	
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Make decisions on business process</li> <li>• Document system design decisions</li> <li>• Develop customized user documentation</li> <li>• Conduct internal meetings to review design decisions for Static Environment Test</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct analysis of desired process changes</li> <li>• Review Flow Charts and make written recommendations on how the City can adopt industry best practices using MUNIS.</li> <li>• Review available options</li> <li>• Review module parameters, code configurations and work flow options</li> <li>• Conduct analysis of set up tables codes and parameters</li> <li>• Review Munis set up options to facilitate to-be decisions</li> <li>• Deliver configuration document citing recommendations for best use of Tyler software options</li> </ul>



		<ul style="list-style-type: none"> <li>• Prepare System Design Document (DED –5)</li> </ul>
Subject Matter Expert / Other		

### E.6.9 Requirements/Notes

- All project decisions will be documented in a system design document (DED 5).
- Project decisions and system design documentation will reference the City functional requirements

### E.6.10 Outcomes/Deliverables

- Deliverable(s):
  - Data Conversion Plan (DED 4)
  - System Design Document (DED 5)
    - Workflow Matrix
    - Security Matrix
  - Modification Specifications, if applicable (DED 7)
- Project Outcomes:
  - Review and analysis of all City business processes in scope for project
  - City and Tyler review of best practice recommendations and decision on to-be process
  - City makes all necessary business process and configuration decisions
  - Tyler documents all Munis set up decisions in system design document
- Control Point(s):
  - Authorization to Proceed to Static Environment Test

## E.7 Static Environment Test (SET)

The Static Environment Test (SET) is designed to test and prove the process decisions made during business process consulting. This test is completed on a clean database with a subset of hand entered (not converted) data provided by City. This ensures that City is familiar with the data being tested and is able to verify the processes as the test is conducted by Tyler staff. After the SET is complete, implementation activities such as conversions, core user training and testing will begin.

For the payroll phase of the project, SET will occur after initial set up table training and training on how to build employees. This will allow City Core Users to view the process using their actual set up and data, and to make process decisions based on the required set up. The first pass of the employee master and deductions may also be done prior to the SET. The Tyler Project Manager will include all activities and their timing in the payroll phase project plan.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Prepare/gather test data</li> <li>• Review and provide feedback on SET test script</li> </ul>	<ul style="list-style-type: none"> <li>• Develop SET Test Script (DED 6)</li> <li>• Facilitate and lead SET Test</li> </ul>

	<ul style="list-style-type: none"> <li>• Participate in SET Test Session</li> <li>• Assess project decisions and validate/correct project decisions.</li> <li>• Revise system design document as required.</li> <li>• Re-perform SET Test for any changes to major decisions</li> </ul>	<ul style="list-style-type: none"> <li>• Document results from SET Test</li> <li>• Re-perform SET Test for any changes to major decisions</li> <li>• Send forms output data to Tyler Forms team for each form in the scope of the respective Phase.</li> </ul>
Subject Matter Expert / Other		

### **E.7.1 Requirements / Notes**

- The Static Environment Test will be used to test business and configuration decisions. After the Static Environment Test, items that City identified as open issues will be re-evaluated, new decisions made, and the items re-tested.
- The Static Environment Tests will be organized by module, but will include all necessary cross module processes so that City can evaluate the integration between modules and its impact on business processes.

### **E.7.2 Outcomes/Deliverables**

- Deliverable(s):
  - Static Environment Test Plan (DED 6)
- Project Outcomes:
  - Major business process and Munis set up decisions are tested and validated.
  - Forms output data sent to Tyler Forms to begin the forms design process
  - City ready to begin full configuration of Munis consistent with DED 5: System design document
- Control Point(s):
  - Authorization to Proceed to Implementation

## **E.8 Implementation**

The implementation process includes table building and setup, data conversion and proofing, forms design and testing, modifications and interface testing, core user training, and parallel processing or process testing.

### **E.8.1 Table Building and Set Up**

Tyler will train City on all system set up tables (codes, global settings, user permissions, etc.). City is responsible for entering codes into the live Munis database, as instructed.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• City builds Set Up tables</li> <li>• City builds Workflow</li> </ul>	<ul style="list-style-type: none"> <li>• Train City on completion of Set Up Tables according to analysis sessions</li> <li>• Train City on Workflow completion</li> </ul>
Subject Matter Expert / Other		

### E.8.2 Data Conversion and Proofing

Tyler will train City on the use of all programs needed to proof conversion data. That includes maintenance, inquiry, and reporting programs. Tyler will assist City on all initial conversion passes so that City has the necessary knowledge and tools to proof conversion data. City is responsible for proofing conversion data and signing off before the conversions are loaded into LIVE.

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• City responsible for extracting/pulling data from legacy system</li> <li>• City produces balancing reports</li> <li>• City documents and submits needed corrections to conversion</li> </ul>	<ul style="list-style-type: none"> <li>• Train City on methods for validating converted data in Munis</li> <li>• Provide database schemas for selected data conversion options</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• City pulls data from legacy system</li> <li>• City produces balancing reports</li> <li>• City is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation</li> <li>• Load all conversion passes as directed by Tyler PM</li> <li>• Tyler will produce an error report outlining errors that result from running City's data through the conversion program. City is responsible for reviewing the report and investigating solutions</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare system parameters and codes to align with data mapping</li> <li>• Write and execute program to convert submitted data according to crosswalk</li> <li>• Through analysis, fields in legacy systems and Munis will be outlined for conversion. Tyler staff will use best efforts to direct City on the legacy source files and desired fields for conversion mapping</li> <li>• Tyler will program conversion programs according to the accepted file submission layout.</li> </ul>

	<ul style="list-style-type: none"> <li>City validates converted data using error reports, balancing reports, etc.</li> </ul>	

### E.8.3 Forms Design and Proofing

Using the data extracted during the Static Environment Test process, output data is sent to Tyler’s Forms Design team to create proofs for each of the forms in scope for the respective Phase. Tyler’s Forms Team merges the data according to the decisions and options from the Forms Kits. The proofs are sent back to City in an iterative process to review for accuracy or report any necessary adjustments. Once Form proofs have been accepted and forms are loaded on City’s server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of SME training so that both the content and process are validated repeatedly.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>City accepts form design and authorizes installation</li> </ul>	
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>City fills out Tyler Forms Kits</li> <li>City validates form design, content and layout</li> <li>Submit forms to bank for approval.</li> </ul>	<ul style="list-style-type: none"> <li>Assist in data mapping questions</li> <li>Assist in issue resolution</li> </ul>
Subject Matter Expert / Other		<ul style="list-style-type: none"> <li>Tyler Forms creates form designs from City mock-ups</li> <li>Tyler Forms merges data from To-Be Test with Form designs</li> <li>Tyler sends form design proofs for review and acceptance</li> <li>Tyler Forms installs Forms Server on City Forms server</li> <li>Tyler installs Forms Library on City forms server</li> </ul>

### E.8.4 Program Modifications/Interfaces

In the event of an approved Scope Change involving a Program modification or interface, Tyler will provide all in scope program modifications and interfaces according to the timelines mutually agreed to and documented on the project plan. Upon receipt of the program modification or interfaces, Tyler consultants will initially test the program modification or interface to ensure it meets the specifications identified in DED 7 and then submit to City for additional testing.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>Modification sign off</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate sign off</li> </ul>

Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>City will validate performance of customization through repeated unit testing as well as process testing throughout implementation</li> </ul>	
Subject Matter Expert / Other		<ul style="list-style-type: none"> <li>Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps</li> <li>Tyler's QA team will test customization within applicable, impacted modules</li> <li>Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification</li> <li>Programs will be developed to import/export Tyler data in format required</li> <li>A document is created describing the interface and how to utilize it</li> </ul>

### E.8.5 SME Training

Tyler will train all City SMEs to perform ongoing training of Decentralized End Users. The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, City trainees, training room, etc.).

- City Project Manager/Team will be trained according to the schedule developed by the Tyler Project Manager for the Education Plan detailed in the Tyler Implementation Management Plan (DED-01).

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>Attend training on completing Trial Run/Parallel processes</li> <li>Complete Trial Run/Parallel process steps, identify discrepancies and correct</li> </ul>	<ul style="list-style-type: none"> <li>Perform test of Tyler Forms through process testing and training</li> <li>Train Project Team Leads/Subject Matter Experts on applicable Munis processing</li> <li>Train City on completing Trial Run/Parallel processes</li> <li>Train City on process of printing and testing forms</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>Attend Training</li> <li>Complete Trial Run/Parallel process steps, identify discrepancies and correct</li> </ul>	
Project Team/Change Management Leads	<ul style="list-style-type: none"> <li>Attend Change Management Coach sessions</li> </ul>	<ul style="list-style-type: none"> <li>Deliver Coach Session based on Change Management Strategy</li> </ul>

### E.8.6 Report Training

Training will be conducted during all phases of the implementation on Tyler reporting. Tyler uses a “train the trainer” approach, which will provide the City Project Team the tools necessary to fully use the Tyler reporting tools and to train additional users on the subject matter as they see fit.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>• Coordinate report training</li> </ul>	
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Attend report training</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct report training</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• Attend report training</li> </ul>	

### E.8.7 Requirements / Notes

- **Table Building and Set Up** –
  - All homework tasks will be listed on the project plan
- **Data Conversion** - Tyler makes the following assumptions in providing a fixed-price data conversion approach:
  - Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited files
  - Each legacy system data file submitted for conversion includes all associated records in a single file layout
  - Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
  - Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
  - Conversion validation is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. City must review and provide authorization to proceed to final conversions before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. This authorization to proceed is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.
  - Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions.
- **Forms Design**
  - City must receive bank approval for all check forms a minimum of thirty (30) calendar days before live processing. This testing is part of pre-live assessment.
- **Program Modifications/Interfaces**
  - Tyler will provide a separate DED 7 for each contracted program modification
- **SME Training**

- Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. City will be responsible for printing the necessary documents for the users, as needed.
- Prior to scheduled training sessions, all users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
- Navigational Videos - Tyler will provide Knowledgebase URL links to any referenced or required Munis navigational videos to City.
- **Change Management Coach Sessions**
  - Change Management Coach training will be delivered once for a maximum of 25 attendees.

**E.8.8 Outcomes/Deliverables**

- Deliverable:
  - None
- Project Outcomes:
  - Munis system has been configured to meet the functional requirements, SOW, and System Design Document (DED 5).
- Control Point(s):
  - Authorization to Proceed to Live Preparation

**E.9 Live Preparation**

This step allows the Project Team to review the status of the project and its readiness to go live on plan. As part of live preparation, City will complete user acceptance testing, end user training, final data conversions, and prepare a pre-live checklist.

**E.9.1 User Acceptance Testing**

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that user acceptance testing is all performed post end-user training, Tyler supports incremental user acceptance testing through trial run processing in Financials and parallel processing in Payroll and Human Resources. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the user acceptance testing will expand to include End Users. Once the implementation project is complete, City will have sufficient time as identified in the agreement to conduct full user acceptance testing prior to go-live.

Tyler will schedule appropriate testing periods for both Conditional Acceptance and Final Acceptance as described in the Agreement into the project plan.

	City Role	Tyler Role
Steering Committee		

Project Manager	<ul style="list-style-type: none"> <li>• Coordinate User Acceptance Test</li> </ul>	
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Conduct User Acceptance Test</li> </ul>	
Subject Matter Expert / Other		

### E.9.2 End User Training

City trainers will provide training to all of City’s End Users. City will be responsible for End User Training.

### E.9.3 End User Training

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>• Coordinate all logistics for End User Training</li> </ul>	<ul style="list-style-type: none"> <li>• Provide template training materials and template training agendas</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Develop training materials</li> <li>• Train End Users</li> </ul>	<ul style="list-style-type: none"> <li>• Schedule and track completion of training on the project plan</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• Attend Training</li> </ul>	

### E.9.4 Pre-Live Planning

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>• Meet to outline go-live steps, requirements and assignments</li> <li>• Evaluate readiness of City staff to perform live process from training and change management perspective</li> </ul>	<ul style="list-style-type: none"> <li>• Meet to outline go-live steps, requirements and assignments</li> <li>• Evaluate readiness of City staff to perform live process from training and change management perspective</li> </ul>
Project Team / Implementation Consultant		
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• City performs any desired stress testing</li> </ul>	

### E.9.5 Final Data Conversions

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> <li>• City ceases activities in applicable legacy applications</li> </ul>	



Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>City ceases activities in applicable legacy applications</li> </ul>	
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>City ceases activities in applicable legacy applications</li> <li>City pulls Final Conversion data and submits to Tyler</li> <li>City validates converted data using error reports, balancing reports, etc.</li> <li>City accepts final conversions and authorizes them to be loaded in Live Database</li> <li>Load data into Live environment</li> </ul>	<ul style="list-style-type: none"> <li>Execute program to convert submitted final data according to crosswalk</li> <li>Work with City to confirm readiness to load data into Live environment</li> </ul>

### E.9.6 Requirements / Notes

#### User Acceptance

- User Acceptance periods will be scheduled in the project plan. Prior to User Acceptance, the system will be configured to meet all functional requirements.

#### End User Training

- End User Training will occur after User Acceptance is complete.
- Prior to scheduled training sessions, the Tyler and City will make sure the following prerequisites are met:
  - Training Database - All users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
  - Tyler will provide interactive eLearnings to City via Tyler University. The eLearnings demonstrate basic functions including: navigation, general concepts and process flow, add/update/output, search, and a common toolbar.

#### Pre-Live Planning:

- NA

#### Final Data Conversions

- NA

### E.9.7 Outcomes/Deliverables

- Deliverable(s):
  - Pre-Live Checklist (DED 8)
- Project Outcomes:
  - All end-users included in training plan are trained on system and business processes
  - City makes decision to go-live
- Control Point(s):
  - Signoff to Begin Live Processing

## **E.10 Live Processing**

Upon the decision to go-live, Tyler’s consultants will assist City users in entering and completing transactions in the Live system as well as troubleshooting assistance for desired setup changes or data conversion issues.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant		<ul style="list-style-type: none"> <li>• Provide go-live assistance</li> <li>• Provide setup and data conversion troubleshooting</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• City users utilize Munis for live processing</li> </ul>	

### **E.10.1 Requirements / Notes**

- City will track any open issues or new issues though the issues log during Live Processing.

### **E.10.2 Outcomes/Deliverables**

- Deliverable
  - NA
- Project Outcomes:
  - City is using Munis for live processing

## **E.11 Post Live Process**

After City is using the system for live processing, Tyler will provide additional training using actual City-processed data as outlined in the Requirements/Notes. A review of System Design document is done to ensure that the processes put into place using the Munis system are being adhered to, or adjusted as necessary.

City, with input and assistance from the Tyler, will be responsible to execute against the post-go-live support plan and provide post go-live support in order to complete the conversion to Munis. This will include functional and technical assistance from Tyler in the following areas, per phase:

- Problem analysis and resolution
- Problem tracking
- Guidance and mentoring to City staff who provide Munis application support functions and user help desk support (problem resolution)
- Respond to help requests and resolve system defects
- Coaching users on use of the new system
- Support and direct assistance for business owner departments (Finance, Procurement, Benefits, Human Resources, Information Technology, etc.)

- Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>• Review policy and procedure decisions</li> </ul>	<ul style="list-style-type: none"> <li>• On-site to resolve issues</li> <li>• Train City on SSRS Reporting Tools</li> <li>• Facilitate review of policy and produce decisions</li> <li>• Provide training on reconciliation process</li> </ul>
Subject Matter Expert / Other	<ul style="list-style-type: none"> <li>• City users utilize Munis for live processing</li> <li>• Record issues as identified</li> </ul>	<ul style="list-style-type: none"> <li>• Provide custom reports that are in-scope</li> </ul>

### **E.11.1 Requirements / Notes**

- Within the proposed go-live and through coordination with City for the post-live plan, Tyler will provide post-go live support after go-live for each project phase.
- Tyler, within the proposed go-live, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period. Such events include:
  - Fiscal Year End Activities
  - End of Year Payroll and 1099 Activities
  - Benefits Open Enrollment
  - Budget Development
- On-site or scheduled training sessions will be budgeted for and entered into the project plan. Non-scheduled support will also be available through Tyler Technical Support.
- Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional services. Additional assistance beyond that specified here will be considered out of scope and will require a change order.

### **E.11.2 Outcomes/Deliverables**

- Deliverable(s):
  - Lessons Learned (DED 9)
  - Custom User Manuals (DED 10)

## **E.12 Phase Closure**

This process allows for a formal transition to the Munis support team and a review of the lessons learned during this phase of the project in order to use these lessons on other phases or projects within City or at Tyler. Lessons learned will be gathered and documented at each status meeting, and the final lessons learned document will include the lessons documented throughout the project phase.

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> <li>Grant final acceptance</li> </ul>	
Project Manager	<ul style="list-style-type: none"> <li>Coordinate final acceptance process</li> <li>Grant final acceptance for the phase</li> </ul>	<ul style="list-style-type: none"> <li>Initiate transition to support</li> <li>Facilitate Lessons Learned discussion and develop lessons learned document</li> </ul>
Project Team / Implementation Consultant	<ul style="list-style-type: none"> <li>Document issues</li> </ul>	<ul style="list-style-type: none"> <li>Troubleshoot and resolve issues related to user acceptance testing</li> </ul>
Subject Matter Expert / Other		

**E.12.1 Requirements / Notes**

- Tyler’s consultants will perform training on the identified post-live processes.
- City-authorized users shall document and report issues through the provided Tyler support resources

**E.12.2 Outcomes/Deliverables**

- Project Outcomes:
  - Implemented system and Project satisfy all SOW terms and functional requirements as defined in Exhibit X of the Agreement
  - Transitioned to Tyler Support
  - Final Acceptance
- Control Point:
  - Acceptance of Project/Phase Closure

## Section F: Homework Requirements

The following outlines major expectations, requirements and, activities surrounding the implementation of the Munis solution:

- Tyler will provide in writing to City the trainee prerequisites that must be completed prior to conducting all implementation or training sessions. All prerequisites will be identified on the project plan and communicated to City in agendas for each implementation or training session.
- Tyler will provide in writing to City project manager after each training or implementation session what tasks that must be completed prior to Tyler personnel returning to the site. These tasks will be shown on the site report after each site visit and posted on the project SharePoint site. All tasks will also be listed on the project plan.
- Homework assignments and tasks will also be listed on the Project Plan along with due date and owner
- Typical homework items are as follows:
  - Complete set up of tables and codes based on training conducted
  - Practice on processes learned
  - Review any delivered documents prior to attending scheduled training session
- Should City not be able to complete communicated prerequisites or tasks, the City project manager is to bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

## Section G: Facility Requirements

The following outlines City's requirements for providing a suitable work location to be used by the project.

- City will provide a room to be used as a training lab for Tyler staff to transfer knowledge to City resources as well as a place for City staff to practice what they have learned.
- The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by City. It is Tyler's recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, Tyler requires that there be no more than two people at a given workstation.
- A workstation is to consist of a computer that has access to the Munis training/test database and a printer.
- City is to provide a workstation that connects to Munis for the Tyler trainer conducting the session. The computer must be linked to a projector so everyone attending the session is able to follow the information being communicated.
- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
- City is responsible to schedule the training room for the sessions conducted by Tyler staff.
- Should phases overlap, it may be necessary to make multiple training facilities available.

---

## Section H: Appendix

### Appendix 1: Deliverable Expectation Document

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions.

<b>Deliverable Number:</b> DED-1 (1-1)	
<b>Deliverable Name:</b> Implementation Management Plans	<b>Phase:</b> CROSS ALL PHASES
<b>Objective:</b> To provide procedures for project management and managing changes to the project scope, schedule or budget.	
<b>Scope:</b> Customized management plans to reflect City's specific project approach. Management plans will document specific project management processes that are agreed upon between City and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and contract with City. The management plan will include all information and procedures for all phases of the project.	
<b>Format:</b> Microsoft Word	
<b>Outline:</b> <i>Resource Management Plan (Project Roster)</i> <ul style="list-style-type: none"><li>• Project Roster</li><li>• Identify Tyler resources on project and specific roles/tasks for the project</li><li>• Identify City resources and what meetings/roles/tasks each needs to be included on</li><li>• Determine method for identifying/communicating on-site resources</li></ul> <i>Communication Management Plan</i> <ul style="list-style-type: none"><li>• Definition of Project Communications</li><li>• Communication Methods</li><li>• Key Stakeholders / Audiences for Each Communication</li><li>• Frequency of Communications</li><li>• Roles and Responsibilities</li></ul> <i>Risk Management Plan</i> <ul style="list-style-type: none"><li>• Definition of Risks</li><li>• Risk Assessment Methodology</li><li>• Risk Documentation</li></ul> <i>Quality/Testing Management Plan</i> <ul style="list-style-type: none"><li>• Testing Process</li><li>• Testing Criteria</li><li>• Process for Resolving Testing Issues</li><li>• Quality Review Process / Deliverable Quality Review</li><li>• Overall Project Quality Standards</li></ul> <i>Schedule Management Plan</i> <ul style="list-style-type: none"><li>• Identify process for making adjustments to schedule</li></ul> <i>Change Management Plan</i> <ul style="list-style-type: none"><li>• Develop Change Management Strategy</li></ul>	

**Deliverable Number: DED-1 (1-1)**

- Identification of project concerns, risks and issues
- Determine the types, frequency and delivery of communications
- Identify City resources and what meetings/roles/tasks each needs to be included on

***Education Management Plan***

- Software/Hardware
  - How many databases will be utilized?
  - Will we establish a Financials Training environment separate from Payroll?
  - Who will refresh the training database?
  - Will a second server be utilized?
- Facilities
  - How many training rooms will be utilized?
  - Where are the training rooms?
  - How many workstations will be in each training room?
  - How many printers will be in each training room?
  - Other training room requirements (white board, phone, etc.)
  - Who will schedule the training room?
- Staff
  - How many students per teacher?
  - How many students per workstation?
  - What are the hours of training?
  - Who will be trained on each Munis application?
  - Who will take attendance?
  - Will management be present for each session?
  - Who will train the end-users Munis versus Project Team Leads)?
- Schedule
  - Who will determine the exact days for training?
  - Who will notify staff members?
  - How far in advance will the training schedule be built?
- Quality Control
  - How will City determine if attendees have learned required training outcomes?
  - How will follow up training be administered?

**City Role:**

- Attend project planning sessions scheduled by Tyler
- All project team members will participate in the development of these plans.

**Tyler Role:**

- Tyler will lead development of the plans and will have responsibility for documenting all decisions as part of the deliverable.

**Acceptance Criteria:**

- City project team has read, understands, and agrees with the procedures and schedules within the Implementation Management Plan
- The deliverable contains all the components specified in the Outline of this DED and the SOW

**Deliverable Number: DED-1 (1-1)**

- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

**Deliverable Number: DED-02 (1-2, 2-2, 3-2, 4-2)**

**Deliverable Name:** Project Plan / Schedule

**Phase:** ALL

**Objective:** Task list with owners and due dates for successful completion of the project.

**Scope:** See SOW Section C.1

**Format:** Developed and maintained in MS Project and published on the Project SharePoint site.

**Outline:** The project plan will follow the Tyler Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, Deliverables, Control Points, review/acceptance periods, and other key project events.

**City Role:**

- Review project plan
- Contribute information necessary to complete and maintain project plan

**Tyler Role:**

- Provide initial on-site and remote session schedule to City for approval
- Create project plan
- Post project plan to Project SharePoint site

**Acceptance Criteria:**

- The City signs off on the project plan and schedule
- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

**Deliverable Number: DED-03 (1-3, 2-3, 3-3, 4-3)**

**Deliverable Name:** User Manuals

**Phase:** 1,2,3,4

**Objective:** Provide documentation on standard Munis functions

**Scope:** Comprehensive user manuals for all Tyler modules purchased.

**Format:** MS Word

**Outline:**

- Overview of module
- Detailed description of how to generally complete tasks in Munis
- Identification of options, fields, and functions built into the Munis software.



<b>Deliverable Number: DED-03 (1-3, 2-3, 3-3, 4-3)</b>	
<b>City Role:</b>	
<ul style="list-style-type: none"> <li>Review User Materials</li> <li>Update materials with City-specific steps and processes</li> </ul>	
<b>Tyler Role:</b>	
<ul style="list-style-type: none"> <li>Provide training manuals on SharePoint.</li> </ul>	
<b>Acceptance Criteria:</b>	
<ul style="list-style-type: none"> <li>The deliverable contains all the components specified in the Outline of this DED and the SOW</li> <li>The training materials will be updated to reflect current features and functions in the software version that City is implementing.</li> <li>The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>The deliverable is free of formatting and spelling errors.</li> </ul>	

<b>Deliverable Number: DED-04 (1-4, 2-4, 3-4, 4-4)</b>	
<b>Deliverable Name: Data Conversion Plan</b>	<b>Phase: 1,2,3,4</b>
<b>Objective:</b> Document conversion option decisions, timelines, tasks and validation methods.	
<b>Scope:</b> All conversions listed in Section A.5 that City chooses to convert. As analysis sessions occur, the plan will be updated with scope of conversions, years of history, and fields to convert.	
<b>Format:</b> MS Excel	
<b>Outline:</b>	
<ul style="list-style-type: none"> <li>Conversion options to be exercised</li> <li>Conversion options not to be completed, with description of change order action</li> <li>Timelines for each conversion option</li> <li>Reports and data validation recommendations</li> </ul>	
<b>City Role:</b>	
<ul style="list-style-type: none"> <li>Attend conversion and applicable module analysis sessions</li> <li>Participate in planning discussions</li> <li>Review and accept the conversion plan</li> </ul>	
<b>Tyler Role:</b>	
<ul style="list-style-type: none"> <li>Provide conversion analysis</li> <li>Provide conversion specifications and guidelines</li> <li>Provide guidance on proofing methods and tools</li> <li>Create and provide the conversion plan</li> </ul>	
<b>Acceptance Criteria:</b>	
<ul style="list-style-type: none"> <li>The deliverable contains all the components specified in the Outline of this DED and the SOW</li> <li>The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>Data has been proofed and accepted in a test environment by the City.</li> <li>The deliverable is free of formatting and spelling errors.</li> </ul>	

<b>Deliverable Number:</b> DED-05 (1-5, 2-5, 3-5, 4-5)	
<b>Deliverable Name:</b> System Design Document	<b>Phase:</b> 1, 2, 3, 4
<b>Objective:</b> To document the decisions and processes resulting from analysis and identify how City will use the Munis system.	
<b>Scope:</b> Detailed review and business process flows and configuration decisions for of each in scope functional area, module, and business process to identify the current needs, business process requirements, business process and Munis configuration decisions, and detailed set-up notes for how Munis will be used. The document is to contain workflow, and security information where applicable and include the Workflow Matrix and the Security Matrix.	
<b>Format:</b> MS Word and/or MS Excel	
<p><b>Sample Outline:</b></p> <p><b>Current Needs:</b></p> <ul style="list-style-type: none"> <li>• Identification of current process</li> <li>• Analysis of Munis fit/gap</li> </ul> <p><b>City Decision Making:</b></p> <ul style="list-style-type: none"> <li>• Process flow / process description</li> <li>• Process Decisions</li> <li>• Munis Decisions</li> <li>• Follow Up Items</li> </ul> <p><b>Detailed Munis set-up considerations</b></p> <ul style="list-style-type: none"> <li>• Munis set up details</li> <li>• Workflow Decisions utilizing Workflow Matrix</li> <li>• Security Role recommendations utilizing Security Matrix</li> <li>• Modifications</li> <li>• Interfaces</li> </ul>	
<p><b>City Role:</b></p> <ul style="list-style-type: none"> <li>• Participate in all meetings and make decisions</li> <li>• Review the documents provided by the Tyler project team</li> <li>• Identify any discrepancies</li> <li>• Ask for clarification from the Tyler team, if necessary</li> </ul>	
<p><b>Tyler Role:</b></p> <ul style="list-style-type: none"> <li>• Complete deliverable documenting decisions and Munis details</li> <li>• Participate in meetings as required to gather information necessary to completed deliverable.</li> <li>• Post the analysis notes on the Project SharePoint site</li> <li>• Update deliverable based on feedback from the City</li> </ul>	
<p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• The deliverable contains all the components specified in the Outline of this DED</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

<b>Deliverable Number:</b> DED-06 (1-6, 2-6, 3-6, 4-6)	
<b>Deliverable Name:</b> Static Environment Test (SET) Plan	<b>Phase:</b> 1,2,3,4
<b>Objective:</b> Prepare the test script based on City’s process and set up decisions through As Is and To Be analysis.	
<b>Scope:</b> Tyler will lead City in the step by step testing of City business process decisions built into the functionality of Munis. This test will enable City to see the way the system functions using their own data and business processes. Focus will be on helping City understand the impact the desired business processes will have on the way the system functions and the impact of the system on City business process decisions. The SET Test Plan will contain detailed testing scripts to test City business processes.	
<b>Format:</b> MS Word document	
<b>Outline:</b> <ul style="list-style-type: none"> <li>• Detailed test scripts by business process for each functional area/module in scope for the project.</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Review the SET plan</li> <li>• Provide feedback for additional processes to be tested</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Develop SET plan</li> <li>• Modify SET plan prior to testing based on City feedback</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The deliverable contains all the components specified in the Outline of this DED and the SOW</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

<b>Deliverable Number:</b> DED-07 (1-7, 2-7, 3-7, 4-7)	
<b>Deliverable Name:</b> Program Modification / Interface Design Specifications	<b>Phase:</b> 1,2,3,4 (if applicable)
<b>Objective:</b> Review and understand City requirements for the customizations and interfaces. Specification will contain a description and details of the intended program modifications and custom interfaces to be delivered to address the contract item – this document identifies exactly where and how the application programs will be changed.	
<b>Scope:</b> Any Program Modifications and Interfaces added to the scope via an approved Scope Change.	
<b>Format:</b> Word document to detail design specifications	
<b>Outline:</b> Word document provided by Development that will describe the proposed functionality desired by City.	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• City provides business practices and/or mandates that drive the need for the modification.</li> <li>• City reviews the design specification with Development and Implementation.</li> </ul>	

<b>Deliverable Number: DED-07 (1-7, 2-7, 3-7, 4-7)</b>	
<ul style="list-style-type: none"> <li>City signs off on final design specification.</li> </ul>	
<b>Tyler Role:</b>	
<ul style="list-style-type: none"> <li>Development obtains City’s business practices and/or mandates that drive the need for the modification.</li> <li>Development may suggest existing functionality to achieve the desired results. Implementation will provide relevant details for the City’s suggested future Munis business practices.</li> <li>Development creates the design specification for the modification.</li> <li>Development and Implementation review the design specification with the City.</li> <li>Development updates the design specification with any requested changes, if applicable.</li> <li>Implementation PM makes adjustments to the modification task dates in the project plan, as necessary.</li> <li>Development obtains City sign-off of the design specifications.</li> </ul> <p>Modify specifications if required after development of modification.</p>	
<b>Acceptance Criteria:</b>	
<ul style="list-style-type: none"> <li>The deliverable contains all the components specified in the Outline of this DED</li> <li>The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>The deliverable is free of formatting and spelling errors.</li> </ul>	

<b>Deliverable Number: DED-08 (1-8, 2-8, 3-8, 4-8)</b>	
<b>Deliverable Name:</b> Pre-Live Checklist	<b>Phase:</b> 1,2,3,4
<b>Objective:</b> Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	
<b>Scope:</b> Implementation will provide the City with a checklist of items needed to be completed for Go-Live	
<b>Format:</b> MS Excel	
<b>Outline:</b>	
Sample activities from a Payroll Go-Live Checklist:	
<ul style="list-style-type: none"> <li>Separation of duties between Payroll and HR determined and tested</li> <li>Validate process of starting a payroll, switch T &amp; A users</li> <li>Review Dept. Time &amp; Attendance process, proof reports</li> <li>Verify GL Distribution Posting correctly- Finance Dept. approval</li> <li>Verify appropriate permission levels on General, Time &amp; Attendance and Payroll Run Processing for all users</li> </ul>	
Checklist columns:	
<ul style="list-style-type: none"> <li>Item ID</li> <li>Activity</li> </ul>	

<b>Deliverable Number:</b> DED-08 (1-8, 2-8, 3-8, 4-8)	
<ul style="list-style-type: none"> <li>• Owner</li> <li>• Date Verified</li> <li>• City Approval (initials)</li> <li>• Notes/Comments</li> </ul>	
<b>City Role:</b>	
<ul style="list-style-type: none"> <li>• Review and complete the list of items required for go-live.</li> </ul>	
<b>Tyler Role:</b>	
<ul style="list-style-type: none"> <li>• Provide City with a list of items required for completion for the go-live, by phase.</li> </ul>	
<b>Acceptance Criteria:</b>	
<ul style="list-style-type: none"> <li>• The deliverable contains all the components specified in the Outline of this DED and the SOW</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

<b>Deliverable Number:</b> DED-09 (1-9, 2-9, 3-9, 4-9)	
<b>Deliverable Name:</b> Lessons Learned Document	<b>Phase:</b> 1,2,3,4
<b>Objective:</b> Document lessons learned to apply to future phases/projects	
<b>Scope:</b> All lessons learned specific to Munis implementation	
<b>Format:</b> MS Excel	
<b>Outline:</b>	
<ul style="list-style-type: none"> <li>• ID</li> <li>• Date</li> <li>• Title</li> <li>• Phase</li> <li>• Lesson Value</li> <li>• Description and Impact</li> <li>• Recommendation(s)</li> <li>• Contact</li> </ul>	
<b>City Role:</b>	
<ul style="list-style-type: none"> <li>• Gather feedback</li> <li>• Participate in lessons learned session</li> <li>• Document and archive lessons learned</li> </ul>	
<b>Tyler Role:</b>	
<ul style="list-style-type: none"> <li>• Lead lessons learned session</li> <li>• Develop after action Change Management review plan for subsequent phases</li> <li>• Archive lessons learned</li> </ul>	
<b>Acceptance Criteria:</b>	

**Deliverable Number: DED-09 (1-9, 2-9, 3-9, 4-9)**

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

**Deliverable Number: DED-10 (1-10, 2-10, 3-10, 4-10)**

**Deliverable Name:** Custom User Manuals

**Phase:** 1,2,3,4

**Objective:** Provide custom documentation on standard functions

**Scope:** Comprehensive, custom user manuals for the processes outlined in Appendix 2.

**Format:** MS Word

**Outline:**

- Overview of module
- Detailed description of how to complete tasks
- Identification of options, fields, and functions built into Tyler’s software.

**Acceptance Criteria:**

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The training materials will be updated to reflect current features and functions in the software version that Client is implementing.
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

## **Appendix 2: Custom Procedural Documentation**

The following represents a listing of the in-scope processes that will be developed for the Custom Procedural Documentation (DED-08). Setup and code tables are not included. Some processes below may not be included if it is mutually determined in the analysis that a particular process will not be utilized. One comprehensive procedural document will be delivered for each module listed below, encompassing the module specific processes listed below. Once each respective custom procedural document is delivered, reviewed and accepted by the City, the City is responsible for revisions moving forward, should any business policies or processes change.

\*DCT indicates this document could also be used for decentralized/non-core end user training

- **General Topics for all Modules**
  - Navigation (DCT)
  - Munis Office & Saved Reports (DCT)
  - Dashboard (DCT)
  - Tyler Content Manager (DCT)
  
- **General Ledger**
  - Adding a New Account
  - General Journal Entry
  - Recurring General Journal Entry
  - General Journal Approvals
  - Account Trial Balance Report
  - GL Account Inquiry (DCT)
  - YTD Budget Report (DCT)
  - Periodic Processing, including
    - Month End Processing
    - Year End Processing
  - Import GL Journals
  
- **Purchasing & Requisitions**
  - Overall Purchasing Process
    - Year End Carry Forward Balances
  - Vendor Maintenance
  - Requisition Entry (DCT)
  - Attaching Documentation (DCT)
  - Requisition Approval (DCT)
  - Requisition Conversion to PO
  - PO Entry Proof
  - PO Approvals (DCT)
  - PO Receiving (DCT)
  - Print PO's
  - PO Maintenance
  - PO Reports (DCT)

- **Accounts Payable**
  - Overall AP Process
  - Vendor Maintenance
  - Invoice Entry /Proof (DCT)
  - Recurring Invoice Entry
  - Scanning and Attaching Invoices using Bar Codes
  - Invoice Approvals (DCT)
  - Post Invoices
  - Check Run Process (Select Items to Be Paid, Print Checks, Cash Disbursement Journal)
  - EFT Processing
  - Create Positive Pay File for bank
  - Void Check Process
  - Invoice Maintenance
  - Retainage Processing
  - Check Reconciliation
  - AP Reports (DCT)
  - Vendor Central (DCT)
  
- **Budget**
  - Overall Budget Process
  - Define/Start Budget Projection
  - NY Budget Entry (DCT)
  - NY Budget Reports (DCT)
  - Roll/Factor/Merge Budget Projection
  - Next Year Budget Detail Approval (DCT)
  - Budget Transfer and Amendments (DCT)
  - Budget Transfer and Amendments Approvals (DCT)
  
- **Project/Grant Accounting**
  - Overall Project and Grant Accounting Process
    - Carry forward of prior year remaining project budget
  - Creation of Project and Grant
  - Reimbursement and Indirect Cost Process
  - Using Project Ledger
  - Project Reports (DCT)
  
- **Contracts**
  - Overall Contract Process
  - Contract Entry (DCT)
  - Contract Maintenance
  - Attaching Documentation (DCT)
  - Contract Approvals (DCT)
  
- **General Billing**



- Overall GB Process
- Customer File (DCT)
- Invoice Processing (DCT)
- Recurring Invoice (DCT)
- Invoice Approval (DCT)
- Employee Insurance Bills
- Assess Late Fees
- Print Bills and Statements
- Reports (DCT)
- **Inventory**
  - Overall Inventory Process
  - Adding an Inventory Item
  - Setting up Inventory Photos
  - Transaction Entry/History
  - Requisition Entry for Pick Ticket (DCT)
  - Pick Ticket Process
  - Inventory Receiving
  - Inventory Reports
  - Periodic Processing
  - Purging Pick Tickets
- **Fixed Assets**
  - Overall Fixed Asset Process
  - Adding/Importing a new asset
  - Posting Fixed Assets
  - Adjusting, Transferring and Retiring Assets
  - Depreciating Assets
  - Periodic Processing
  - Inquiry & Reports
  - GASB 34 Process Overview
- **Cash Management**
  - Interest Allocation
  - Cash Flow
  - Bank Reconciliation
  - Reports
- **Employee Expense Reimbursement**
  - Overall Employee Expense Process
  - Entering an Expense Claim (DCT)
  - Allocating an Expense Claim (DCT)
  - Approving an Expense Claim (DCT)
  - Converting an Expense Claim

- **Payroll**
  - Overall Salary & Benefit Projections Processing
    - Projection Start & Status
    - Projection Processing
    - Projection Pay Types
    - Projection Job Class
    - Projection Salary Tables
    - Projection Position Control
    - Projection Allocation Maintenance
    - Projection Employee Master
    - Projection Employee Job/Salary
    - Projection Employee Deductions/Benefits
    - Projection Contract Increases
    - Projection Step Increases
    - Projection Longevity Report
    - Projection Salary Calculate
    - Projection Benefit Calculate
    - Post Projection Data to Budget
    - Update Live Position Control
  - Overall Payroll Process
    - PR Start & Status
    - Time Entry (DCT)
    - Time Entry Approval (DCT)
    - Time Entry Import to PR
    - Void Payroll
    - Misc. Payroll
    - Payroll Vendor Processing
  - Overall HR Process
    - Employee Certifications
    - Employee Evaluations
    - Case Management
    - Training Courses
    - Employee Training
    - Training Forecast Report
    - Training Hours Completed Report
  - Overall Personnel Actions Process
    - Actions Entry (DCT)
    - Personnel Actions Setup
    - Rapid Entry
    - Condensed Pending Master File
    - Actions Inquiry (DCT)

- **HR Benefits Enrollment**
  - Overall Open Enrollment Process
  - Overall Life Event/New Hire Enrollment
  - Benefit Election Setup
  - Online Benefit Enrollment
  - Election Approval and Posting Process
  - 834 File layout and setup
- **Applicant Tracking**
  - Overall Applicant Tracking Process
  - Applicant Processing Setup
  - Applicant Review
  - Applicant Master
  - Pending Applicants
- **Work Orders/Fleet & Facilities**
  - Overall Work Order/Fleet & Facilities Process
  - Service Requests (DCT)
  - Maintenance Programs
  - Work Order Processing – New
  - Work Order Processing – In Progress
  - Work Order Processing – Completed
  - Inquiry & Reports (DCT)
- **EnerGov**
  - Application Management
  - Business License
  - Code Management
  - Contact Management
  - Impact Management
  - Inspection Management
  - Object Management
  - Permit Management
  - Plan Management
  - Professional License
  - Project Management
  - Rental Property Management
  - Request Management
  - Tax Remittance Management
  - System Setup – multiple areas
  - Payments
  - Reports
  - GIS

---

## **Appendix 3: Tyler System Specifications**

### TYLER SYSTEM SPECIFICATIONS

Rev. 20161111

Tyler Technologies applications are designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Tyler SaaS clients should disregard any references of “on-premises” specific requirements.

#### ON-PREMISES SERVER REQUIREMENTS

##### *Overview*

Tyler supports several server environment deployment types including high availability configurations, virtualized environments and dedicated testing environments; the following requirements are for a standard deployment. Unless otherwise noted, all specifications include non-production environments (e.g. Train and Test).

Operating system, database, and application software is included for reference only. It is the client’s responsibility to properly license Microsoft software and procure required infrastructure.

##### *Storage*

Hard disk space specifications include a combination of internal hard drives and SAN storage device for many servers. Storage requirements are included for each server for capacity planning purposes. A fiber controller is strongly recommended for dedicated database servers and virtualized environments connecting to the SAN device for performance and redundancy reasons; iSCSI is sufficient for all other servers. For larger SQL installations, configuring the TEMPDB files on dedicated solid state drives can significantly improve SQL performance. SQL Server Enterprise Edition is required for “at-rest” data encryption using Transparent Data Encryption (TDE).

##### *High Availability*

Tyler supports a variety of high availability (HA) server configurations. Tyler’s recommended configuration is a virtualized environment used in conjunction with replication products such as VMware Site Recovery Manager or Veeam Backup and Replication. For environments requiring multiple dedicated SQL Server servers, SQL Server AlwaysOn Availability Groups is recommended (note, AlwaysOn requires SQL Server Enterprise Edition). A hardware-based network load balance appliance is required when using multiple application servers. Clients should contact Tyler Installation Services when considering these advanced configurations.

Tyler will work with every client to help determine the best configuration to meet their infrastructure needs, however it is typically the responsibility of the client (or their hardware vendor) to configure advanced HA environments.

##### *Virtualization Support*

Tyler Technologies supports VMware vSphere and Microsoft Hyper-V for virtualizing Windows servers. It is a requirement that a Storage Area Network (SAN) or RAID 10 direct attached storage be used when configuring a virtualized solution and the system should be configured such that virtualized guests are given dedicated memory. VM provisioning is the responsibility of the client; Tyler Technologies does not offer any training or installation services for the VMware or Microsoft Hyper-V.

### General Server Requirements

SERVER	COMPONENT	REQUIREMENT
All Servers	General	Server dedicated to this Tyler product Microsoft Windows Certified Server (nationally recognized brand) External backup solution Gigabit Ethernet RAID storage
	Operating System	Microsoft Windows Server 2012R2 Standard
	System Software	Additional Microsoft components will be downloaded, including Microsoft Silverlight, Microsoft VCSASP, and Visual C++ Runtime Libraries
	Network Environment	Domain with Active Directory Services
<b>Database Servers</b>		
	All other Tyler applications	Microsoft SQL Server 2012 or 2014 Standard or Enterprise [1]

[1] Requires Oracle Named User or Application License.

[2] SQL Server Enterprise Edition is only required for advanced RDBMS functionality including SQL AlwaysOn Availability Groups for high-availability, and SQL Server TDE for at-rest data encryption.

### Hardware Requirements

#### Munis – Up to 100 Users

The following outlines server infrastructure required for a Munis implementation sized up to 100 concurrent Munis users.

COMPONENT	App/DB	CMS	External Web
Number of Servers	1	1	1
Processor - Physical	2x 2.0GHz 4 Core	2x 2.0GHz 4 Core	1x 2.0GHz 4 Core
Processor – Virtual Cores	4	4	2
Memory	32GB	24GB	12GB
Storage	400GB-750GB	300GB	100GB

#### Munis – Up to 250 Users

The following outlines server infrastructure required for a Munis implementation sized up to 250 concurrent Munis users.

COMPONENT	App/DB	CMS	External Web
Number of Servers	1	1	1
Processor - Physical	2x 2.0GHz 4 Core	2x 2.0GHz 4 Core	1x 2.0GHz 4 Core
Processor – Virtual Cores	4-6	4	2
Memory	56GB	24GB	12GB
Storage	650GB-1.5TB	300GB	100GB

## Munis – Up to 500 Users

The following outlines server infrastructure required for a Munis implementation sized up to 500 concurrent Munis users. At this size, Tyler recommends separate infrastructure for non-production environments (e.g. Train, Test).

Sites with more than 500 concurrent Munis users should contact their Tyler Sales Representative or Tyler’s Installations Department for a customized configuration.

### Production Environment

COMPONENT	App [1]	DB [2]	CMS	External Web
<b>Number of Servers</b>	2	2	1	1
<b>Processor - Physical</b>	2x 2.0GHz 4 Core	2x 2.4GHz 4 Core	2x 2.0GHz 4 Core	1x 2.0GHz 4 Core
<b>Processor – Virtual Cores</b>	4 vCPUs	4-6 vCPUs	6 vCPUs	2 vCPUs
<b>Memory</b>	32	48	24	18
<b>Storage</b>	300GB	2TB-4TB	300GB	100GB

[1] Multiple application servers for the production environment require a Network Load Balancer.

[2] SQL Server Enterprise Edition required for SQL Server Always On.

### Non-Production Environment

COMPONENT	App	DB	CMS	External Web
<b>Number of Servers</b>	1	1	1	1
<b>Processor - Physical</b>	1x 2.0GHz 4 Core	1x 2.4GHz 4 Core	1x 2.0GHz 4 Core	1x 2.0GHz 2 Core
<b>Processor – Virtual Cores</b>	4 vCPUs	2 vCPUs	4 vCPUs	2 vCPUs
<b>Memory</b>	32	32	24	16
<b>Storage</b>	300GB	2TB-4TB	300GB	100GB

## Server Definitions

### Consolidated Munis Application & Database Server (App/DB)

Hosts the presentation, core, and databases components for Munis. An SSL Certificate is required for this server.

### Dedicated Munis Application Server (App)

For Munis clients with 250+ users; hosts the presentation components for Munis. An SSL Certificate is required for this server.

### Database Server (DB)

The SQL server houses the SQL databases and core application server components for Munis. Munis runs in IIS and is accessed via HTTPS. An SSL Certificate is required for this server.

### Content Management Server (CMS)

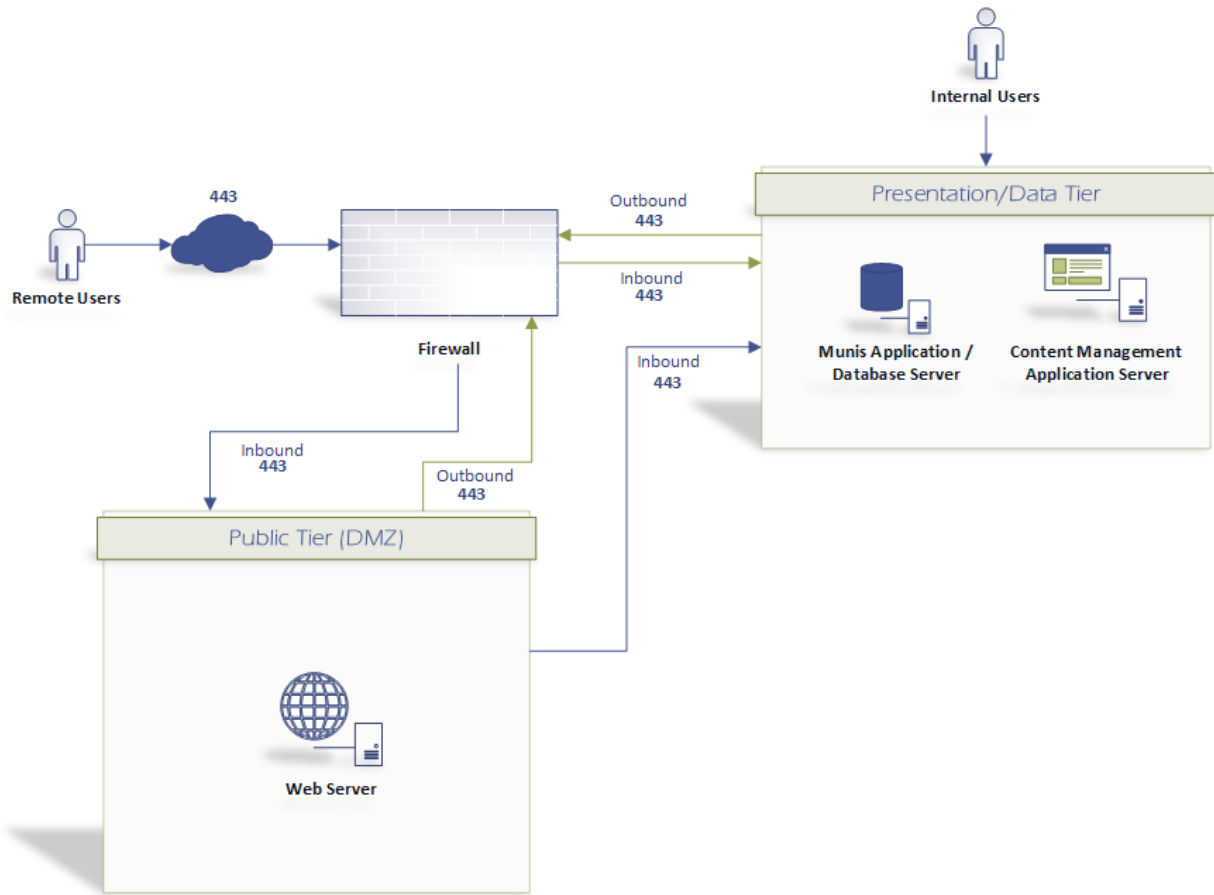
This internal server houses the application server components for Tyler Content Manager and, if applicable, ExecuTime.

### External Web Server (External Web)

This external web server hosts all externally accessible Munis products. Users access this server via HTTPS. An SSL Certificate is required for this server.

## Configuration Diagram

STATEMENT OF WORK  
ERP SYSTEM IMPLEMENTATION



## NETWORK AND SECURITY REQUIREMENTS

Tyler applications communicate over TCP/IP and a network infrastructure of 10/100 Mbps between workstation and server and gigabit (1000 Mbps) connections between on-premises servers is highly recommended.

On-premises installations require external web servers reside in a Firewall DMZ. On-premises clients must obtain a 1024-bit (minimum) SSL certificate for all web and application servers to encrypt all traffic over HTTPS between the server and end users.

### *Bandwidth Requirements*

Bandwidth usage can vary depending on application user type and their daily functions. Based on benchmarks through Tyler's SaaS data center and Test Lab, Tyler recommends the following bandwidth requirements:

Client to Server:

- Minimum: Mobile broadband connection
- Recommended: 10/100 Mbps network connection
- 20-25 Kbps per concurrent user session

Server to Server (on-premises only):

1GBps network connection

Server to Disk Subsystem (on-premises only):

- Server environments up to 250 concurrent users: iSCSI
- Server environments over 250 concurrent users: Fiber

Tyler highly recommends sites with many anticipated remote users request a bandwidth utilization report for at least 1 month of recent usage from their ISP to ensure they have sufficient bandwidth available to meet these requirements, especially those considering Tyler SaaS Hosting.

Remote access options for on-premises installations such as Remote Desktop Services (RDS), RemoteApp and Citrix are supported and recommended for low bandwidth environments.

### *Application Authentication*

Most back office Tyler applications use Microsoft Active Directory (AD) for authentication. Once a user is authenticated, integrated application role based security determines what applications, processes, records, and fields the user has access to.

On-premises hosted configurations use a clients existing AD environment allowing end users to use their existing AD credentials for application authentication. Select Tyler applications leverage single sign-on (SSO) to automatically authenticate an end user based on the credentials logged into the current workstation, while others prompt for AD credentials. Tyler servers must be a member of a domain that includes AD user accounts for all back office users. It is also highly recommended that all workstations used to access back office applications are a member of the same domain to ensure an optimum end-user sign on experience. Active Directory setup and maintenance is the responsibility of the client.

Tyler SaaS hosted configurations use a Tyler SaaS hosted Microsoft AD environment. End users are assigned application specific credentials and prompted to enter these credentials when accessing Tyler applications. End users can set their own password and site administrators can create, disable, lock, unlock, and reset passwords for user accounts. Tyler SaaS also employs a password policy for all end users.

Dedicated Self Service applications provide external access to Employees, Vendors, and Citizens. All Self Service applications use application-based authentication where credentials are managed within the application directly. Administrators can create and maintain user accounts or, for many applications, allow end users to register and create their own account. Self Service applications include a number of password controls including defining password complexity, password expiration, invalid login attempt account lockout, and allowing users to easily reset their own password. On premises hosted clients also have the option of using Active Directory authentication for Munis Employee Self Service.

### *Email Server Integration*

An SMTP email server is required for sending application notifications. Any email server can be used for email notifications however; Microsoft Exchange is required for the following advanced functionality:



Automated scheduling in areas such as Munis Scheduler Central used with Munis Permitting, Munis Work Orders and Munis Utility Service Orders, and Munis Work Order Facilities room reservations.

Appointment creation on records directly from Munis.

## END-USER REQUIREMENTS

### *Microsoft Windows Workstation Requirements*

COMPONENT	REQUIREMENT [1]
<b>Workstation</b>	Microsoft Windows Certified PC (Nationally recognized brand)
<b>Processor</b>	Multi-Core CPU
<b>Operating System</b>	Windows 7 and later
<b>Memory</b>	4GB RAM
<b>Disk Space</b>	500 MB
<b>Network</b>	Gigabit Ethernet/member of a domain
<b>Required Software [2]</b>	Microsoft .NET Framework 4.5 Microsoft Silverlight 5.1 Java Runtime Environment 8
<b>Productivity Software</b>	Microsoft Office 2010, 2013, 2016 Microsoft Office 365 (requires desktop client) Microsoft Office 2007 is supported for Excel and Word exports only; Munis add-ins are not supported

[1] Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PC's that meet (or exceed) the recommended hardware configuration.

[2] Microsoft .NET is required for Tyler Cashiering only. Microsoft Silverlight is required for EnerGov, and select Munis Central applications. Java is required for advanced Tyler Content Manager functionality only.

### **Browser Compatibility**

BROWSER	NOTES
<b>Microsoft Internet Explorer 11</b>	Supported
<b>Google Chrome (latest version)</b>	Supported with Munis HTML applications, Self-Service portals.
<b>Mozilla Firefox (latest version)</b>	Supported with Self-Service applications.

### *Apple macOS Workstation Requirements*

For optimal user experience, Tyler recommends all Mac workstations used for back office access (non Self Service) leverage macOS Keychain Access to store credentials or an authentication solution such as Microsoft Web Application Proxy. Refer to *macOS Limitations* for additional information regarding using Tyler applications with macOS.

COMPONENT	REQUIREMENT [1]
<b>Operating System</b>	macOS 10.10 or later
<b>Processor</b>	1.8 GHz Intel minimum, 2.5GHz Intel recommended
<b>Memory</b>	4GB RAM
<b>Disk Space</b>	500 MB
<b>Required Software [2]</b>	Microsoft Silverlight 5.1
<b>Productivity Software</b>	Microsoft Office for Mac 2011, 2016 Microsoft Office 365 (requires desktop client)

[1] Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PC's that meet (or exceed) the recommended hardware

configuration.

[2] Microsoft Silverlight is required for EnerGov, and select Munis Central applications.

### Browser Compatibility

BROWSER	NOTES
Apple Safari 9.1 or higher	Auto-updates must be enabled.
Mozilla Firefox (latest version)	Supported with Munis Self-Service.

### Limitations with macOS

The following Tyler applications or select application functionality is not supported on macOS. This functionality can be obtained using alternative solutions such as RDS to a Windows environment or “Windows on Mac” virtualization (e.g. Parallels Desktop for Mac, VMware Fusion).

#### *Munis*

Munis is fully supported on macOS with the following exceptions:

Microsoft Office for Mac does not support connections to SQL OLAP cubes. Due to this Microsoft limitation, Mac users cannot access Munis Cubes.

Munis Next Year Budget Entry (NYBE) for Excel is a Microsoft Excel add-on is one of several ways users can input and maintain information related to next year budget entry. This add-on is only available for Microsoft Excel (2010 and higher) on Windows platforms.

SQL Server Reporting Services reports cannot be created or modified.

#### *Tyler Content Manager*

Advanced Tyler Content Manager functionality such as batch document scanning is not supported on macOS.

### *Mobile Device Options*

Tyler offers a number of mobile options to access and process Tyler select applications and functions from a mobile and/or touch-enabled device.

APPLICATION	ANY MOBILE DEVICE	WINDOWS TABLET	WINDOWS PHONE	iOS	ANDROID
Munis Application Suite	Web App	Web App		Web App	Web App
Munis Field Inspector		App	App		
Munis Self-Service	Mobile Web	Mobile Web	Mobile Web	Mobile Web	Mobile Web
Munis Workflow	Email	App	App	App	App
Munis Work Orders		App		App	App

App: Native mobile app.

Mobile Web: Mobile optimized web site. Not all devices tested regularly.

Web App: HTML applications only. Not all devices tested regularly. Not all web applications optimized for mobile devices / smaller screens. Some applications may require remote access configuration by client.

Email: Munis Workflow can send emails with links to process workflow from any device.

### PERIPHERALS

#### *Printers*

Most application forms and reports allow users to print directly to any printer accessible from their workstation. Tyler recommends using laser printers for universal compatibility for all applications. Workgroup class laser printers are required for select print jobs.

PRINTER TYPE	Reports	Forms	Additional Criteria/Notes
HP or HP Compatible Laser Printer	Yes	Yes	PCL 5 or above

### Scanners

Tyler Content Manager (TCM) supports two methods of batch scanning documents. Documents can be scanned to a file system (e.g. network share), then batch imported into TCM. Documents can also be scanned directly into TCM using a scanner attached to a workstation.

The first method only requires a scanner capable of scanning to a file system. The second method requires a TWAIN compliant scanner. Tyler highly recommends using an approved scanner referenced in the Scanner Compatibility Chart below for full functionality. Tyler also recommends verifying driver compatibility with your operating system for any scanner considered.

SCANNER BRAND	SCANNER MODEL	
Canon	CR-190i	DR-7550C
	DR-2510C	DR-7580
	DR-3010C	DR-9050C
	DR-4010C	DR-9080C
	DR-5010C	DR-M160
	DR-6050C	DR-X10C
	DR-M140	DRC-125
	DR-M160	DR-C125
	DR-6030C	
Fujitsu	Fi-5750C	Fi-6240Z
	Fi-5900C	Fi-6670
	Fi-5990C	Fi-6770
	Fi-6040Z	Fi-7160
	Fi-6110	Fi-7260
	Fi-7180	Fi-7280
	Fi-6110	
Graphlex	CS500 Pro*	
Hewlett Packard (HP)	ScanJet 8250*	ScanJet 8390*
	ScanJet 8350*	
Panasonic	KV-S7075C	KV-S1057C
	KV-S5046H	KV-S1027C
	KV-S2087	KV-S1015C
Xerox	Documate 152*	

\* Not fully supported. These scanners have not been tested in our lab. They are in use by one or more customers and may have issues that have not been reported.

### Barcode Label Printer for Invoice Batch Scanning

Batch Invoicing using TCM requires a desktop bar code label printer for each workstation that enters invoices. At the time of invoice entry, a placeholder document is created in TCM and the printer prints a 3 x 1 barcode label. The label will be affixed to each invoice.

While any label printer capable of printing PDF images will work, Tyler recommends selecting one of these certified models.

MODEL	RECOMMENDED LABELS
-------	--------------------

Zebra GX420d                      Zebra Z-Select 4000D 3" x 1" labels (Mfg. Part: 10010043)

(Mfg. Part: GX42-202411-000)

Brother QL-700                      Brother DK-1201 standard address labels

Tyler has reviewed and approved the City's submitted server configuration:

Server info.

Four Dell R720 Servers Config:

VMWare 5.1 will be upgraded to 6 in the coming year

Two Intel Xeon E5-2660 2.20GHz, 20 M Cache, 8.0GT/s QPI, Turbo, 8 C, 95W, Max Mem  
1600MHz

132 GB Ram

Two Intel X540 Dual Port 10GB Ethernet Cards: Servers Primary and Secondary. Second port  
in each card future VMWare VSAN.

Two Intel I350 Quad Port 1GB Ethernet Cards: ISCSI Primary and Secondary

Storage

EMC VNXe 3150

Dual Controllers 6 1GB eth ports

Twelve 600GB 15K Drives in unit

Twelve 600GB 15k Drives in Shelf #1

Twelve 3TB Drives in Shelf #2

Database system Pools are set to RAID 10 rest are set to RAID 5

Server Lic Windows Server 2012 Data Center

Active Directory

MS Exchange will be online in February



## **Exhibit F**

### **Functional Requirements Responses**

Incorporated by reference



## Office of Larry Silver

Neighborhood Services,  
401 S. Johnstone, Bartlesville, OK 74003  
918.338.4242 office 918.214.4771  
ldsilver@cityofbartlesville.org

3/29/17

To: Bartlesville City Council

From: Larry Silver-Neighborhood Services Supervisor

Subject: Staff Report-Appeal of an order to remove (2) structures Dilapidated/Unsecured Structure-(Single Family Dwelling) & (Detached 2 Story Garage/ Apartment Building on the rear yard). Located at 911 SE DEWEY AVE AKA 911 1/2 SE DEWEY AVE, Bartlesville, Oklahoma. Case # DS-17-024

On 10/5/15-This property was processed for the following violations:

Trash-Debris, tree debris and uncontrolled vegetation needs to be removed from entire property including areas in the alley and garage apartment.

### **The dwelling was processed for the following violations:**

**304.2 Protective treatment.-** All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. **(Flaking/peeling paint on the dwelling)**

**304.6 Exterior walls. -** All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration. **(Deteriorated wood, missing siding, on the dwelling).**

**304.7 Roofs and drainage. -** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. **(Dried, broken shingles, Deteriorated eave's and fascia all needs to be brought back to code).**

**304.13 Window, skylight and door frames.** - Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. **(Broken/missing windows on the dwelling needs to be replaced).**

The detached (2) story garage apartment/structure on the rear yard was processed as a dilapidated/unsecured structure, by NSO Wickham

Dilapidated/Unsecured Structure-(Detached 2 Story Garage/ Apartment Building on the rear yard)

Letters were mailed & posted on 10/16/2015 with a hearing on 11/5/2015 for the violations.

11/5/2015- There was no attendance at the hearing by the owner/agent. The hearing officer ordered that the owner be cited for the applicable violations.

1/26/2016 Clayton Black came to the office and after discussion with him he was issued (2) citations, (1) being for a dilapidated structure and for the property maintenance violations from NSO Wickham and (1) citation from NSO Aders for the yard related matters.

Mr. Black was also advised that staff would send new letters for a dilapidated structure hearing on both the single family dwelling & the accessory structure (2-story garage apartment) in the rear yard. Mike Wickham also told him not to miss this hearing.

1/29/16-Mike Wickham mailed and posted the property on for a dilapidated structure hearing for both structures on 2/18/2016. NSO Wickham

2/9/2016 Judge Canaster ordered Mr. Black back on 3/3/2016 at 08:00 AM back to court and to bring back a plan of repair on both structures. NSO Wickham

2/9/2016 Mike Wickham checked the water account after court and found that it was active as of 1-26-2016. NSO Wickham.

8/9/2016-The water meter was locked for non-payment.

2/18/2016-Clayton Black appears the hearing as the owner. Mr. Black expresses his desire to repair the structures. To come back after interaction with Carol Irvin from the BRTA regarding possible financial incentives with this project.

2/22/16-New letters were mailed and post the property scheduling another hearing for 3/10/2016, by NSO Wickham

3/10/16-There was no attendance by the owner or agent. The hearing officer advised to send new letters and schedule another hearing. NSO Wickham

3/14/16-New letters were mailed & the property was posted for a new hearing to be held on 3/31/2016, by NSO Wickham.

3/31/2016-Clayton Black appears as the owner. After discussion with staff, the hearing officer & the owner. The hearing officer ordered the owner that the owner is to obtain roofing/painting contracts along with contracts for windows signed and to attend another hearing on 4/14/2016 with signed contracts. NSO Wickham

4/1/16-New letters were mailed/posted with a hearing date scheduled for 4/14/2016 by NSO Wickham

4/14/16-Clayton Black appears at the hearing. He has a tentative plan with a contractor (Dub Orphan). The hearing officer directs Mr. Black to return on 4/21/16 with a contract from the contractor. Larry Silver

4/21/2016 Clayton Black appears as owner. There was some discussion about possibly selling the property. The hearing officer ordered that if the property was not sold, that work is to be started by 9/1/2016.

1/31/2017- Nothing has been done with the property.

2/1/2017 New letters were mailed & posted, with the property scheduled for a hearing on 2/16/2017. NSO Wickham

2/16/2017 Clayton Black appears as owner. The hearing officer orders the owner that the structures be removed by (7/1/2017) or the city will do so. The notice of Dilapidation and Lien was forwarded to the city clerk on 2/17/2017 for filing by NSO Wickham.

3/2/17-Mr. Black files an appeal on the decision to remove to remove the structures.

It should be noted that staff has been involved with this property since April of 2011.

5/22/12-At a previous hearing where the owner (Clayton Black) appeared for the following violations with the structure(s). He wanted to make repairs to the dwelling and the (2 Story Garage Apartment Structure/Possibly Known as 911 1/2).

The (2 Story Garage Apartment Structure/Possibly Known as 911 1/2) had been processed as a dilapidated structure and the dwelling had been processed for assorted property maintenance issues by NSO Rich Servant:

**504.1 General-Plumbing.** All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. **(Property has sewer leaking out to the sidewalk)**

**304.13 Windows, skylight and door frames.** Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. **(Deteriorated wood on and around windows)**

**304.14 Insect screens.** During the period from 3/11to 11/1, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. **(Screens on main structure as well as accessory structure are missing on several windows)**

**304.2 Protective treatment.** All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. **(Paint flaking, peeling off the eaves, trim, soffits, fascia boards and window trim of main structure. The exterior has faded paint in need of painting, doors in need of paint, deteriorating wood on garage apartment door, attic vents have loose/missing**



**slats and screens as well as flaking, peeling paint. Window on accessory structure is boarded, needs to be appropriate siding).**

**302.7 Accessory structures.** All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair. **(Paint flaking, peeling off eaves, trim, soffits, fascia boards, window trim and exterior of garage apartment. In need of painting. Boarded window needs to be replaced or appropriate siding installed)**

**304.7 Roofs and drainage.** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. **(Roof over front porch in need of replacing, guttering above roof in disrepair, hole in porch roof.)**

**304.6 Exterior walls.** All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration. **(Crack on accessory building between rock and siding, siding missing/broken on main structure, soffit has deteriorated in areas)**

**304.15 Doors.** All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3. **(Door on main structure has flaking, peeling paint. Doors on accessory structure have flaking, peeling paint, deteriorated wood, and improper siding)**

**304.5 Foundation walls.** All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so to prevent the entry of rodents and other pests. **(Crawlspace access is open and uncovered)**

April 5, 2011 this property was brought before the hearing officer. The property owner, Clayton Black appeared for the hearing. After hearing this matter the hearing officer gives property owner (60) days to complete work on outside structure.

The property has been in & out of the system since 2011. The condition of the structures does not improve.

Currently the property is set for tax sale on 6/12/17 as the taxes have not been paid for 2013, 2014, 2015 & 2016 as of 3/27/16.

Browse the Taxroll File

Year	Tax Id	Type	Owner Name	Base Tax	Total Due
2016	9036	Real Estate	BLACK, CLAYTON V	478.00	499.51
2015	9036	Real Estate	BLACK, CLAYTON V	463.00	582.65
2014	9036	Real Estate	BLACK, CLAYTON V	439.00	632.28
2013	9036	Real Estate	BLACK, CLAYTON V	423.00	686.94
2012	9036	Real Estate	BLACK, CLAYTON V	413.00	0.00
2011	9036	Real Estate	BLACK, CLAYTON V	416.00	0.00
2010	9036	Real Estate	BLACK, CLAYTON V	422.00	0.00

[Back](#)

Staff recommendations:

Unless the owner of the property can convince the City Council that he has a serious commitment to start & finish the project (with realistic time frames), staff would ask that the City Council support the decision that the structures are to be removed no later than 7/1/2017 by the owner and that if not done, that the city is authorized to do the work.

Larry Silver

Neighborhood Services Supervisor

OFFICIAL ORDER AND NOTICE OF VIOLATION  
CITY OF BARTLESVILLE, OKLAHOMA

401 S. Johnstone Ave.  
Bartlesville, OK 74003  
2/1/2017  
DS-17-024

Complaint Type: **Dilapidated/Unsecured Structure-(Single Family Dwelling )& (Detached 2 Story Garage/ Apartment Building on the rear yard)**

Owner of Record: **BLACK, CLAYTON V 1636 SW ELM AVE BARTLESVILLE OK 74003,**

**Mortgage Holder Name:** NONE FOUND

**Other Mortgage Holder:** ,

**Additional Mortgage Holder/Person of Interest:** ,

Notice is hereby given pursuant to Section 22-112 and Section 22-112.1 of Title 11, Oklahoma Statutes, as amended, that on **(2/16/2017) at 2:00 PM**, the City Manager of Bartlesville or his(her) appointed representative (the Hearing Officer) will conduct a hearing to determine whether the buildings located at: **911 SE DEWEY AVE AKA 911 1/2 SE DEWEY AVE, LEGAL DESCRIPTION: N 50' LOT 2 BLK 77 ORIG BARTLESVILLE 1.00 LOTS , BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA**

are so dilapidated as to be detrimental to the health, safety, or welfare of the general public and the community, or if it creates a fire hazard which is dangerous to other property, or whether the buildings are unsecured and should be boarded and secured so as to make such buildings less available for transient occupation, decrease a fire hazard created by the buildings, or decrease the hazard that such buildings would constitute an attractive nuisance to children.

Notice is further given that if the Hearing Officer does determine that any of the aforementioned conditions do exist, he or she will direct that the buildings be removed, dismantled, or boarded and secured, or that any hazards be removed.

You may appear at the hearing on the date mentioned above to show cause why the City should not order the removal, dismantling, or boarding and securing of the buildings. The hearing will take place in the first floor conference room in the Bartlesville City Administration Building, 401 S Johnstone Ave., Bartlesville, OK 74003.

You are further notified that should you fail to take the action so ordered, the City may remove, dismantle, or board and secure the buildings and the costs of such work shall be assessed by the Hearing Officer and charged to the owner of the property. If not paid in the time allowed by law after mailing demand for payment, said costs shall be charged against the property as a lien co-equal with an ad valorem tax lien, and the same shall be the personal obligation of the property owner and the City may pursue any civil remedy for collection against the property owner.

Be further advised that any subsequent need to board and secure the buildings within a six-month period after the initial boarding and securing of the buildings pursuant to this Notice may be summarily boarded and secured by the City; that the costs of such boarding and securing shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner or mortgage holder.

You shall have right of appeal from any orders made here under by the Hearing Officer to the Bartlesville City Council by filing written notice of appeal with the Bartlesville City Clerk within ten (10) days after the hearing date and the order is entered. Any inquiries concerning this Notice should be directed to the Code Enforcement Officer, Neighborhood Services Department for the City of Bartlesville, City Administration Building, located at 401 S Johnstone, Bartlesville, Oklahoma 74003. Mike Wickham @ 918-397-0047 or 918-338-4276.



Mike Wickham @ 918-397-0047 or 918-338-4276,

**STATEMENT OF MAILING & POSTING**  
**DS-17-024**

**RE: Dilapidated/Unsecured Structure-(Single Family Dwelling )& (Detached 2 Story Garage/ Apartment Building on the rear yard)**

**Location: 911 SE DEWEY AVE AKA 911 1/2 SE DEWEY AVE**

The undersigned Larry Silver/ Mike Wickham/ Cameron Meyers, Dmitry Branton, hereby states that on the (2/1/2017), he mailed by receipted mail, a true and correct copy of the attached official order and notice of hearing to

**Owner of Record:**

BLACK, CLAYTON V 1636 SW ELM AVE BARTLESVILLE OK 74003

**Mortgage Holder:**

NONE FOUND, ,

**Other Mortgage Holder**

, ,

**Additional Mortgage Holder/Person of Interest:**

the same being the property owner(s) shown by the current year's tax rolls in the office of the county treasurer and the mortgage holder(s) shown by the records in the office of the county clerk for the following property.

**Location/Address: 911 SE DEWEY AVE AKA 911 1/2 SE DEWEY AVE**

**Legal Description: N 50' LOT 2 BLK 77 ORIG BARTLESVILLE 1.00 LOTS , BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA**

Further, the undersigned, hereby states that on 2/1/2017, by 4:00 p.m., he posted a true and correct copy of the attached notice on the property located at **Location/Address: 911 SE DEWEY AVE AKA 911 1/2 SE DEWEY AVE**

**Legal Description: N 50' LOT 2 BLK 77 ORIG BARTLESVILLE 1.00 LOTS , Bartlesville, Washington County, Oklahoma,**

Further, the undersigned, hereby states that on 2/1/2017, by 4:00 p.m., he posted a true and correct copy of the attached notice on the property located at 911 SE DEWEY AVE AKA 911 1/2 SE DEWEY AVE by affixing a copy of the notice to : vehicle, front door/ sign/ tree on vacant land/ stake/ hand delivered/ other



Mike Wickham @ 918-397-0047 or 918-338-4276



Person Posting

City of Bartlesville  
ADMINISTRATIVE ORDER

DS-17-024 Re: (Dilapidated/Unsecured Structure-(Single Family Dwelling )& (Detached 2 Story Garage/ Apartment Building on the rear yard))

Re: Dilapidated or unsecured building(s) on the following-described property in the City of Bartlesville, Washington County, Oklahoma, to-wit: 911 SE DEWEY AVE AKA 911 1/2 SE DEWEY AVE, LEGAL DESCRIPTION: N 50' LOT 2 BLK 77 ORIG BARTLESVILLE 1.00 LOTS , BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

WHEREAS, on (2/16/2017) a hearing was held before the City Manager of Bartlesville or his(her) appointed representative (the Hearing Officer) to determine whether the buildings located on the aforementioned real estate are so dilapidated as to be detrimental to the health, safety, or welfare of the general public and the community, or if it creates a fire hazard which is dangerous to other property, or whether the buildings are unsecured and should be boarded and secured so as to make such buildings less available for transient occupation, decrease a fire hazard created by the buildings, or decrease the hazard that such buildings would constitute an attractive nuisance to children;

WHEREAS, the Hearing Officer having reviewed the notices given of this hearing finds that the same are adequate and sufficient by law. The Hearing Officer having reviewed the evidence and statements presented finds that the buildings located on the subject property are dilapidated and/or unsecured as defined by law and in need of removal, dismantling, or boarding and securing and/or the removal of specified hazards.

IT IS THEREFORE ORDERED that:

✓ the building(s) be removed or dismantled and debris removed from the property.  
the hazards of

\_\_\_\_\_ be removed.  
\_\_\_\_\_ the building(s) be boarded and secured.

by the property owners or their agents \_\_\_\_\_ within ten (10) days of this date.  
\_\_\_\_\_ within thirty (30) days of this date.  
\_\_\_\_\_ no later than 7-1-2017

Upon receipt of this Order, the City Clerk shall immediately file a notice of lien with the county clerk. In the event the owner fails to perform the acts required herein within the allotted time, the Community Development Director is directed to \_\_\_\_\_ (board & secure the structure ) ⓧ (have the structure removed) and to report the costs of said work to the Hearing Officer for assessment.

*Clayton APPEARS AS  
owner.  
Structures to be removed  
by 7-1-2017. or City  
will do so.*

JSL  
Hearing Officer  
2-16-17.  
Date

IMPORTANT NOTICE TO PROPERTY OWNER

\$100.00 Appeal Fee

Re: Dilapidated/Unsecured Structure-(Single Family Dwelling )& (Detached 2

Story Garage/ Apartment Building on the rear yard)

Case # DS-17-024

If you do not agree with the findings or requirements of this Administrative Order, you have the right to appeal it to the Bartlesville City Council. To start your appeal, you must file this document with the Bartlesville City Clerk, 401 S Johnstone, Bartlesville, OK 74003. The appeal must be filed WITHIN TEN DAYS of date of the hearing. The hearing was held on: 2/16/2017

IF THE CITY CLERK DOES NOT RECEIVE YOUR APPEAL WITHIN TEN DAYS OF THE HEARING, THE CITY COUNCIL WILL NOT HEAR YOUR CASE.

USE THIS FORM TO FILE THE APPEAL

NOTICE OF APPEAL

I wish to appeal the Order of the City's Hearing Officer concerning the dilapidated or unsecured building(s) on my property located at 911 SE DEWEY AVE AKA 911 1/2 SE DEWEY AVE, LEGAL DESCRIPTION: N 50' LOT 2 BLK 77 ORIG BARTLESVILLE 1.00 LOTS , BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

I am appealing for the following reasons: *My initial contract for repairs fell thru, but the property has potential. I can make the necessary repairs and save this downtown home. I intend to make 911 S Dewey Ave the best house on the block.*

Please notify me of the date, and time when my appeal will be heard by the Bartlesville City Council.

Name: *Clayton L. Blank*

Address: *1636 S Elm Ave*

OWNER OR AGENT

Home phone: *cell 918-907-1228*

Work phone: *918-336-7152*

CITY CLERK'S OFFICE USE ONLY

The above appeal was received in this office on the *2nd* day of *March* 20*17*, at *4:45* o'clock *p* M.

By: *Clare Jones*  
*Deputy City Clerk*

*Hearing on*  
*April 3, 2017 @ 7pm*

 **Oklahoma Statutes Citationized** **Title 11. Cities and Towns** **Chapter 1 - Oklahoma Municipal Code** **Article Article XXII - General Powers of Municipalities** **Section 22-112 - Condemnation of Dilapidated Buildings - Notice - Removal - Lien**

Cite as: O.S. §, \_\_ \_\_

A. A municipal governing body may cause dilapidated buildings within the municipal limits to be torn down and removed in accordance with the following procedures:

1. At least ten (10) days' notice that a building is to be torn down or removed shall be given to the owner of the property before the governing body holds a hearing. A copy of the notice shall be posted on the property to be affected. In addition, a copy of the notice shall be sent by mail to the property owner at the address shown by the current year's tax rolls in the office of the county treasurer. Written notice shall also be mailed to any mortgage holder as shown by the records in the office of the county clerk to the last-known address of the mortgagee. At the time of mailing of notice to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailee. However, if neither the property owner nor mortgage holder can be located, notice may be given by posting a copy of the notice on the property, or by publication as defined in Section 1-102 of this title. The notice may be published once not less than ten (10) days prior to any hearing or action by the municipality pursuant to the provisions of this section;
2. A hearing shall be held by the governing body to determine if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property;
3. Pursuant to a finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, the governing body may cause the dilapidated building to be torn down and removed. The governing body shall fix reasonable dates for the commencement and completion of the work. The municipal clerk shall immediately file a notice of dilapidation and lien with the county clerk describing the property, the findings of the municipality at the hearing, and stating that the municipality claims a lien on the property for the destruction and removal costs and that such costs are the personal obligation of the property owner from and after the date of filing of the notice. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. Any action to challenge the order of the municipal governing body shall be filed within thirty (30) business days from the date of the order;
4. The governing body shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The municipal clerk shall forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. In addition, a copy of the statement shall be mailed to any mortgage holder at the address provided for in paragraph 1 of this subsection. At the time of mailing of the statement of costs to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailee. If a municipality dismantles or removes any dilapidated buildings, the cost to the property owner shall not exceed the actual cost of the labor, maintenance, and equipment required for the dismantling and removal of the dilapidated buildings. If dismantling and removal of the dilapidated buildings is done on a private contract basis, the contract shall be awarded to the lowest and best bidder; and
5. When payment is made to the municipality for costs incurred, the municipal clerk shall file a release of lien, but if payment attributable to the actual cost of the dismantling and removal of the buildings is not made within six (6) months from the date of the mailing of the statement to the owner of such property, the municipal clerk shall forward a certified statement of the amount of the cost to the county treasurer of the county in which the property is located. Once certified to the county treasurer, payment may only be made to the county treasurer except as otherwise provided for in this section. The costs shall be levied on the property and collected by the county treasurer as are other taxes authorized by law. Until finally paid, the costs and the interest thereon shall be the personal obligation of the property owner from and after the date of the notice of dilapidation and lien is filed with the county clerk. In addition the cost and the interest thereon shall be a lien against the property from the date the notice of the lien is

filed with the county clerk. The lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property. The lien shall continue until the cost is fully paid. At the time of collection, the county treasurer shall collect a fee of Five Dollars (\$5.00) for each parcel of property. The fee shall be deposited to the credit of the general fund of the county. If the county treasurer and the municipality agree that the county treasurer is unable to collect the assessment, the municipality may pursue a civil remedy for collection of the amount owing and interest thereon including an action in personam against the property owner and an action in rem to foreclose its lien against the property. A mineral interest, if severed from the surface interest and not owned by the surface owner, shall not be subject to any tax or judgment lien created pursuant to this section. Upon receiving payment, the municipal clerk shall forward to the county treasurer a notice of such payment and shall direct discharge of the lien.

B. The municipality may designate, by ordinance, an administrative officer or administrative body to carry out the duties of the governing body specified in this section. The property owner shall have the right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered.

C. For the purposes of this section:

1. "Dilapidated building" means:

- a. a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public,
- b. a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public,
- c. a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by Section 22-112.1 of this title, more than three times within any twelve-month period,
- d. a structure which has been boarded and secured, as defined by Section 22-112.1 of this title, for more than eighteen (18) consecutive months, or
- e. a structure declared by the municipal governing body to constitute a public nuisance; and

2. "Owner" means the owner of record as shown by the most current tax rolls of the county treasurer.

D. Nothing in the provisions of this section shall prevent the municipality from abating a dilapidated building as a nuisance or otherwise exercising its police power to protect the health, safety, or welfare of the general public.

E. The officers, employees or agents of the municipality shall not be liable for any damages or loss of property due to the removal of dilapidated buildings performed pursuant to the provisions of this section or as otherwise prescribed by law.

F. The provisions of this section shall not apply to any property zoned and used for agricultural purposes.

**Historical Data**

Laws 1977, HB 1100, c. 256, § 22-112, eff. July 1, 1978; Amended by Laws 1984, HB 1669, c. 126, § 42, eff. November 1, 1984; Amended by Laws 1988, HB 1770, c. 152, § 1, eff. November 1, 1988; Amended by Laws 1989, HB 1107, c. 5, § 2, emerg. eff. March 22, 1989; Amended by Laws 1990, HB 1801, c. 253, § 2, emerg. eff. May 22, 1990; Amended by Laws 1997, HB 1566, c. 83, § 1, eff. November 1, 1997 ([superseded document available](#)); Amended by Laws 1999, HB 1492, c. 343, § 2, eff. November 1, 1999 ([superseded document available](#)); Amended by Laws 2000, SB 858, c. 82, § 2, eff. November 1, 2000 ([superseded document available](#)); Amended by Laws 2004, HB 2639, c. 314, § 1, eff. November 1, 2004 ([superseded document available](#)); Amended by Laws 2011, HB 1669, c. 52, §1, eff. November 1, 2011 ([superseded document available](#)).

**Citationizer® Summary of Documents Citing This Document**

Cite Name	Level
Oklahoma Court of Civil Appeals Cases	
Cite	Name Level
<a href="#">2010 OK CIV APP 87, 239 P.3d 986,</a>	<a href="#">MANUFACTURERS GUILD, INC. v. CITY OF ENID</a> Cited
<a href="#">2016 OK CIV APP 60, 385 P.3d 670,</a>	<a href="#">CHOATE v. LAWYERS TITLE INSURANCE CORP.</a> Cited

**Citationizer: Table of Authority**

Cite	Name	Level
None Found.		



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17





911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17





911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17





911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17

911 & 911 ½ S Dewey  
3/27/17

911 & 911 ½ S Dewey  
3/27/17

911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17





911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17



911 & 911 ½ S Dewey  
3/27/17