



TO: Mayor and Council

FROM: Tom Crawford, City Administrator

CC: Derek Delacourt, Community Services Area Administrator
Craig Hupy, Public Services Area Administrator
Nick Hutchinson, City Engineer
Brett Lenart, Planning Manager
Jennifer Lawson, Water Quality Manager
Marti Praschan, Chief of Staff, Public Services
Lisha Turner-Tolbert, Building and Rental Services Manager

SUBJECT: March 1, 2021 Council Agenda Responses

DATE: February 25, 2021

CA-1 – Resolution to Approve an Agreement between the City of Ann Arbor and the Malletts Creek Drain Drainage District through the Washtenaw County Water Resources Commissioner’s Office for the Malletts Creek/Churchill Downs Park Detention Pond Project (\$3,050,000.00).

Question: In 2019, the estimated cost of this project was \$2.2 million—is there an explanation for why the estimated cost is now \$3,050,000? (Councilmember Nelson)

Response: The project has increased in cost due to design constraints (Raw Water Main, Wetlands and Woodlands) that presented themselves in the feasibility and design portion of this project.

Question: Also in 2019, the estimated annual cost of paying this off (via the state revolving fund loan) was \$140,000 – what do we estimate to be the monthly cost of this project? (Councilmember Nelson)

Response: In accordance with the agreement, the City will be invoiced monthly for construction costs as they occur. The monthly cost is dependent on construction activities/plans, that are not yet finalized; therefore, the monthly cost estimates are not

yet available. The funding has been budgeted as a lump sum project spanning two fiscal years as reflected in the stormwater capital budget.

Question: Are there any concerns about the fact that this will clearly be paid off on a much shorter timeline month-to-month (e.g. the availability of funds)? (Councilmember Nelson)

Response: Funding for the project was planned and is included in the stormwater fund capital budget; therefore, do not pose any concerns.

Question: Were we given any explanation as to why this project is no longer eligible for funding/loan via the state revolving fund? (Councilmember Nelson)

Response: The State of Michigan Office of Environment, Great Lakes and Energy (EGLE) has deemed that this is a flood control project, thus does not meet the specific guidelines of the Federal funding program.

Question: Why is the full expense of this project the responsibility of the City? (Councilmember Nelson)

Response: This project will directly benefit City property owners; therefore, is a City responsibility.

Question: Did we pursue any alternate funding sources for this particular project? (Councilmember Nelson)

Response: No other funding sources were pursued.

Question: Without the benefit of the state revolving funds, is this likely to be paid off using stormwater fees? (Councilmember Nelson)

Response: Yes, stormwater rate revenue will be utilized to fund the project.

CA-2 - Resolution to Approve a Construction Contract with Inland Water Pollution Control, Inc. for the Swift Run Sewer Lining Project (\$ 868,772.50) (ITB 4651)

Question: On Feb. 22, as a part of a sewer linking project, 10,000 gallons of sewage were spilled onto Main Street and this sewage ended up in the Huron River. Last year, we were fined by the state for repeated sewage overflows and required to create an asset management plan to address this issue. Clearly, the goal of this project is to improve our assets, but we appear to be experiencing significant sewage spills also associated with contractor work. While I understand the contractors pay for these errors, what steps are we taking to ensure that the problems, such as the one that occurred on 2/22, do not continue to happen? (Councilmember Briggs)

Response: To address the underlying issues regarding the spill on South Main, staff added additional requirements that the contractor needed to meet before they could resume work. These requirements include providing a more robust contingency plan and more regular inspection and testing of the bypass pumping system. These requirements will be added to this contract as well as future contracts that include bypass pumping operations.

Question: I would also appreciate any additional background information that has been provided to previous Councils to get more familiar with this issue, the steps we are taking to solve this problem, and information we can share with our constituents about how they can help to protect the integrity of our system. (Councilmember Briggs)

Response: The City received an Administrative Consent Order (ACO) for Sanitary Sewer Overflows that were the result of system operations, as well as contractor errors. As a requirement of the ACO, The City completed an Asset Management Plan for the sanitary and stormwater systems. We are currently integrating the recommendation and processes of these Asset Management Plans into both preventative maintenance scheduling as well as potential projects in the Capital Improvement Plan.

Further information about Sanitary Sewer Overflows can be found at <https://www.a2gov.org/departments/systems-planning/Pages/ssso.aspx>

In the near future, the City is releasing an outreach and educational campaign addressing the Service Level Objectives for all of the Utilities (Drinking Water, Sanitary Sewer and Stormwater). This campaign will work to educate the community about the function, management and maintenance activities of the Utilities.

~~CA-3 – Resolution to Award a Construction Contract to DiPonio Contracting, Inc. for the Dunmore, Waverly, Weldon, Hartford Water Main Replacement Project (\$1,311,467.00) (ITB 4650)~~

Question: What has been the consequence of have “undersized” water mains in these locations? (Councilmember Nelson)

Response: This item has been removed from the March 1, 2021 Council Agenda. However, staff provided the following response. The existing water mains in this area are 6-inch diameter mains, which were the standard when the subdivision was constructed. The effective size, due to the tuberculation, is likely even smaller. Residents connected to the undersized pipes may occasionally experience reduction of pressure during high demand times. Also, the smaller pipes may deliver reduced fire flow in case of an emergency.

Question: Will these replacements have any spillover benefit to other adjacent streets/homes? (Councilmember Nelson)

Response: This item has been removed from the March 1, 2021 Council Agenda. However, staff provided the following response. Once the pipes included in this project are replaced with new 8-inch pipes, the adjacent streets may experience less frequent pressure reductions. Also, the new pipes will provide more dependable service in the area.

Question: Please provide the full bid document submitted by Baily Excavating, Inc. (Councilmember Eyer)

Response: This item has been removed from the March 1, 2021 Council Agenda. This question will be responded to when this item returns the agenda.

Question: Ann Arbor's RCP states that bidders must submit "Documentation as to employee pay rates and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees." In response to the question about health insurance, pension or other retirement benefits, paid leave, or other benefits, DiPonio simply stated: "All benefits will be paid per the prevailing wages on this project." What does that mean? How did city staff assess that comment? Further, did they submit the documentation as required? I don't see it in the bid. If not, shouldn't that have disqualified them? (Councilmember Eyer)

Response: This item has been removed from the March 1, 2021 Council Agenda. This question will be responded to when this item returns the agenda.

Question: In response to "Whether the bidder participates in a Registered Apprenticeship Program (RAP) registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship, and if not, bidders program for assessing the skills and qualifications of its employees": DiPonio stated they do not participate in a RAP, and that "employees are assessed by skill level by their foreman or superintendent." Yet no documentation is provided regarding the training of the foremen or superintendents. Given this, how did city staff determine that DiPonio employees are properly trained and qualified to do the work? Just last week, another contractor, Lanzo, was responsible for 10,000 gallons of sewage spilling on Main Street and ultimately making its way into the Huron River. In their bid, they also stated they don't participate in a RAP. Why is this question not being considered a requirement, as the RCP outlines? (Councilmember Eyer)

Response: This item has been removed from the March 1, 2021 Council Agenda. This question will be responded to when this item returns the agenda.

CA-4 – Resolution to Authorize the Operation of Sidewalk Cafes and Accept the Responsibility of Enforcing Compliance Within MDOT Rights of Way

Question: What businesses have requested this or which businesses do we expect to request this? (Councilmember Nelson)

Response: The bars and restaurants located on the 200 block North Main St, and a coffee shop located on East Huron, that have outside dining on sidewalks located in the MDOT right of way.

Question: What is the significance of the city accepting “responsibility of enforcing compliance? (Councilmember Nelson)

Response: The City of Ann Arbor is responsible for investigating and enforcing any right of way violations.

Question: What rules/guidelines must be complied with regarding this? (Councilmember Nelson)

Response: Examples of the rules and guidelines that must be complied with include maintaining 6 feet for pedestrian travel; refraining from blocking fire department access to FDC connections; the safe use of electrical and propane heaters; the use of GFCI-equipped extension cords; not interfering street cleaning or snow removal; and not impeding sidewalk or street travel.

CA-5 – Resolution to Approve Amendment No. 1 to the Tyler Technology Agreements for Land Management and Permitting Software, Amend the FY21 Budget and Appropriate Necessary Funds (\$139,563) (8 Votes Required)

Question: I’m interested in seeing the initial contract with Tyler Technology (the one that we are amending). (Councilmember Nelson)

Response: [Resolution R-19-275 Resolution to Approve the License and Services Agreement with Tyler Technologies, Inc. for Energov, a Permitting, Licensing, Plan Review and Land Management Replace Software \(\\$1,489,684.00\) \(8 Votes Required\)](#) contains the original agreement. The fully-executed agreement has also been attached to this Legistar file and is attached to this memo.

C – 3 – An Ordinance to Amend Chapter 55 (Zoning) of 1.55 Acres from TWP (Township District) to R1A (Single-Family Dwelling District), 2511 Newport Road (CPC Recommendation: Approval - 9 Yeas and 0 Nays)

Question: How many township islands still exist in the city? (Councilmember Nelson)

Response: Approximately 500 township islands remain within the City’s service area.

Question: What’s our estimated timeline for annexing those that remain? (Councilmember Nelson)

Response: The City has appealed the State of Michigan’s rejection of recent annexation applications in court. Future City actions (and corresponding timelines) to initiate additional annexations will be considered after resolution of the court case.

C-5 – An Ordinance to Add Chapter 122 (Fair Chance Access to Housing) to Title IX of the Code of the City of Ann Arbor

Question: Why exempt Avalon Housing from the Fair Access to Housing ordinance? (Councilmember Disch)

Response: Avalon Housing is considered a Permanent Supportive Housing (PSH) provider under the ordinance. PSHs like Avalon are exempt because they provide wraparound services for their clients and their clients’ criminal backgrounds play into what services they may need or for which they qualify (or do not qualify based on their background). Avalon Housing (and other PSHs) need to know what needs their clients have which includes knowing if they are just getting out of prison or have a criminal record that is impeding their ability to find housing, employment, etc. Avalon needs the information to structure the individual’s housing supports, but that information is also used to determine which unit would offer them the greatest opportunity to make that placement successful. The information is used to enhance the services their clients receive. Places like Avalon have a goal is to screen people in, not screen people out, so they are exempted from the ordinance’s requirements.

DC – 1 - Resolution to Waive Attorney-Client Privilege on Advice Regarding Council Rules

Question: The scope of this resolution is unclear to me. Is the idea to waive Atty-Client privilege solely to release an advisory memo(s) to the ACLU or is broader public release envisioned? Which memo/s specifically? If the ACLU has offered/been asked to advise us regarding whether the rules changes are acceptable from a 1A perspective, could they not do this based solely on the text of the rules? (Councilmember Disch)

Response: This question should be directed to the sponsors.

DC – 2 - Resolution Requesting an Evaluation of the Feasibility of a Revised Development for 2857 Packard Road

Question: Can you please attach to Legistar or share a link for the consent judgement we are currently operating under for 2857 Packard Road? (Councilmember Briggs)

Response: The consent judgment has been attached to Legistar and is also attached to this memo.

Question: Who are the alternative developers that are working with Mr. Weber that have been identified in the 3rd whereas clause? (Councilmember Ramlawi)

Response: The Veridian Group, which is same group doing the Veridian at County Farm.

Question: What criteria that will be used to evaluate the feasibility of this proposed development? (Councilmember Ramlawi)

Response: The conversation, to date, centers on sustainability, net zero development, and increased preservation of the open space. Ultimately the criteria to for evaluation is set by City Council.

Question: How does this proposed development approach differ from 415 W. Washington in that we are now willing to allow for an exception in allowing for development without going through the process which requires a traditional RFP approach? Whereas this seems to favor one developer without opening up the process and opportunity for anyone else of interest? (Councilmember Ramlawi)

Response: 415 W. Washington is owned by the City, and this site is privately owned. The RFP is only traditionally used in the development of publicly owned sites, as a private owner Mr. Weber has the ability to consider working with whomever he would like. The City's focus is if there is value to consider a potential alternative to the Consent Agreement structured around this concept.

Question: I would like to see the official consent agreement between Mr. Weber and the City of Ann Arbor that is on file of said property. (Councilmember Ramlawi)

Response: The consent judgment has been attached to Legistar and is also attached to this memo.

Question: What type of information will council be given to base decisions on as it pertains to the following resolved clause? (Councilmember Ramlawi)

Response: Staff anticipates revised conceptual plans for the site, an outline of the financial considerations for the City, if any, and an outline of the development requirements that a revised Consent Agreement may be structured around.

Question: City Council would like to receive enough information regarding proposed alternatives to determine whether further consideration is in the best interests of the City. (Councilmember Ramlawi)

Response: City Council may request any information it deems necessary to determine what is in the best interest of the City. Staff is requesting permission to have those discussions before going any further. Any input, desired information or goals to reconsider what is currently approved is appreciated.



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.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Ann Arbor, Michigan.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. 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.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation 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.
- **“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 the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as 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 the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified 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, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing 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 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.
- 1.6 Where applicable with respect to the Tyler Software that takes or processes card payment data, we are solely responsible for the security of cardholder data (as that term is defined in the Payment Card Industry Data Security Standards (“PCI DSS”)) that we possess, including functions relating to storing, processing, and transmitting of the cardholder data. We affirm that, as of the Effective Date, we comply, and for so long as (i) such Tyler Software is storing, taking or processing card payment data and (ii) PCI DSS are information security standards applicable to the Tyler Software, we will comply with applicable requirements to be considered PCI DSS compliant and have performed, and will continue to perform, the necessary steps to validate compliance with PCI DSS. We agree to supply, at our sole cost and expense, the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements. If we discover that

unauthorized access has been gained to Client's cardholder data that we possess, store, process, or transmit, in connection with the services we provide under this Agreement, then subject to law enforcement restrictions, we shall notify you as promptly as commercially practicable of the circumstances and will notify affected individuals/entities in accordance with applicable law. We shall also reasonably cooperate with you and relevant governmental authorities in investigating such incident. We shall provide you with a detailed description of the incident, the cardholder data accessed, and the identity of affected individuals. We shall investigate the incident and, depending on the results of such investigation, we shall take appropriate reasonable steps to identify, mitigate, and prevent the effects of such unauthorized access, including notification of any affected consumers as required under applicable law.

1.7 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.

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 the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
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. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

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, 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.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. 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 reasonable 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).

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 have purchased ongoing maintenance and support services, 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 have opted not to purchase 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 Third Party Software license fees, 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.
 - 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.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. 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.

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 in this Agreement, you will provide us with written notice within the earlier of thirty (30) days of your receipt of the applicable invoice or within ten (10) days of discovering such fact. 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 of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. 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 the invoice. 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 fifteen (15) 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.** Neither party will be liable, 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.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

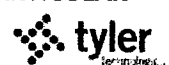
1. **Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you 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; (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; (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. 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 PCI DSS requirements (including Section B 1.6 of this Agreement) or 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. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our 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, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. 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: (1) Commercial General Liability, with you as an additional insured (with \$1,000,000 for each occurrence for bodily injury or property damage; \$2,000,000 per project general aggregate, and \$1,000,000 personal and advertising injury); (2) Worker's Compensation (as required by state and federal statutes), (3) Automobile Liability (with \$1,000,000 combined single limit); (4) professional liability in the amount of \$1,000,000; (5) cyber liability in the amount of \$1,000,000; and (6) Excess/Umbrella Liability of at least \$5,000,000. For all insurance required herein, the insurance provider shall be authorized to do business in Michigan, shall carry and maintain a minimum rating of "A-" from A.M. Best and Co., with a minimum financial size category of "V", the insurance shall be considered primary under Commercial General Liability and Automobile policies and the City shall not be required to contribute its insurance, we agree to waive subrogation, but only on claims under our Commercial General Liability or automobile policies that arise out of or relate to the contract and are between us and you, except to the extent the damage or injury is caused by you, and there shall be a 30-day, unqualified and unconditional duty to give written notice of cancellation to you. Proof of such insurance be provided using a standard Acord form, and may be submitted through your approved means (as of the Effective Date, MyCOI). We will add registration@mycoitracking.com to our safe-senders list.

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 twenty-four (24) 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 twenty-four (24) 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. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then 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. We agree to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or the U.S. District Ct. for Eastern District of MI, Southern Division. We stipulate that the venues referenced herein are convenient and we waive any claim of non-convenience.

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.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. 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. We will comply with all applicable non-discrimination laws, including MCL 37.2209 and Section 9:158 of the City of Ann Arbor's Municipal Code provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
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. We are an independent contractor for all purposes under this Agreement.
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.

Nothing in this Agreement is intended to preclude the you from complying with required disclosures under Michigan's Freedom of Information Act.

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. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
23. Living Wage. It shall be our responsibility to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821, provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
24. Applicable Law. Both parties agree to comply with all applicable laws in performance under this Agreement.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: [Signature]
Name: Robert Kennedy-Jensen
Title: Director of Contracts
Date: June 18, 2019

City of Ann Arbor, MI

By: [Signature] 07/03/2019
CHRISTOPHER TAYLOR, MAYOR
Name: Christopher Taylor
Title: Mayor

Date:
[Signature] 07/03/2019
By: Jacqueline Beaudry
Jacqueline Beaudry, CITY CLERK

[Signature] 06/28/2019

[Signature] 07/02/2019
By: Howard Lazarus
Howard Lazarus, CITY ADMINISTRATOR
PROXY SIGNED BY JFOURNIER

[Signature] 07/02/2019
By: Stephen Postema
Stephen Postema, CITY ATTORNEY

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

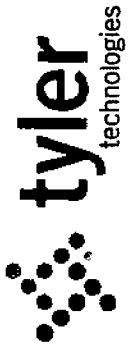
City of Ann Arbor
301 East Huron Street
Ann Arbor, MI 48104
Attention: Joshua Baron,
Applications Delivery Manager



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.

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Quoted By: Ray Kinard
 Date: 2/15/2019
 Quote Expiration: 6/30/2019
 Quote Name: City of Ann Arbor-LGD-EG PLM
 Quote Number: 2018-43094
 Quote Description: EnerGov On-Premise

Sales Quotation For
 City of Ann Arbor
 301 E Huron St
 Ann Arbor, MI 48104-1908
 Phone +1 (734) 994-2730

EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
Core Software:				
EnerGov Permitting & Land Management Suite (PLM)	\$2,583.00	125	\$322,875.00	\$64,625.00
Extensions:				
Citizen Self Service - Tyler 311 for EnerGov Only	\$29,999.00	1	\$29,999.00	\$6,000.00
EnerGov Central Cashiering SDK	\$7,999.00	1	\$7,999.00	\$1,600.00
EnerGov Citizen Self Service - Permitting & Land Mgmt (PLM)	\$29,999.00	1	\$29,999.00	\$6,000.00
EnerGov Content Management API	\$7,500.00	1	\$7,500.00	\$1,500.00
EnerGov e-Reviews	\$59,999.00	1	\$59,999.00	\$12,000.00
EnerGov IG Workforce Apps	\$999.00	25	\$24,975.00	\$5,000.00
EnerGov Permitting and Land Management SDK	\$10,000.00	1	\$10,000.00	\$2,000.00
Tyler GIS	\$35,000.00	1	\$35,000.00	\$7,000.00
			Sub-Total:	\$105,725.00
			Less Discount:	\$0.00
			TOTAL:	\$105,725.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
EnerGov Configuration Training	80	\$175.00	\$14,000.00	\$0.00
EnerGov Fundamentals Training	40	\$175.00	\$7,000.00	\$0.00
EnerGov Integration Development (100% Discount)	75	\$0.00	\$0.00	\$0.00
EnerGov Onsite Training & Production Support Services	280	\$175.00	\$49,000.00	\$0.00
EnerGov Prerequisite Training Courses			\$11,250.00	\$0.00
EnerGov Professional Implementation Services	990	\$175.00	\$173,250.00	\$0.00
EnerGov Project Management Services	390	\$175.00	\$68,250.00	\$0.00
TOTAL:			\$322,750.00	\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$421,121.00	\$105,725.00
Total Tyler Services	\$322,750.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$743,871.00	\$105,725.00
Contract Total (Excluding Estimated Travel Expenses)	\$849,596.00	
Estimated Travel Expenses	\$34,000.00	

Optional EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance

Extensions:

Optional EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
EnerGov Report Toolkit	\$7,000.00	1	\$7,000.00	\$1,400.00
				\$1,400.00
				\$0.00
				\$1,400.00

Sub-Total:

Less Discount:

TOTAL:

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

EnerGov Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net
Citizen Self Service - Tyler 311 for EnerGov Only	\$29,999.00	\$7,500.00	\$22,499.00	\$6,000.00	\$0.00	\$6,000.00
EnerGov Central Cashiering SDK	\$7,999.00	\$1,600.00	\$6,399.00	\$1,600.00	\$0.00	\$1,600.00
EnerGov Citizen Self Service - Permitting & Land Mgmt (PLM)	\$29,999.00	\$6,000.00	\$23,999.00	\$6,000.00	\$0.00	\$6,000.00
EnerGov Content Management API	\$7,500.00	\$1,500.00	\$6,000.00	\$1,500.00	\$0.00	\$1,500.00
EnerGov e-Reviews	\$59,999.00	\$12,000.00	\$47,999.00	\$12,000.00	\$0.00	\$12,000.00
EnerGov IG Workforce Apps	\$24,975.00	\$5,000.00	\$19,975.00	\$5,000.00	\$0.00	\$5,000.00
EnerGov Permitting & Land Management Suite (PLM)	\$322,875.00	\$64,625.00	\$258,250.00	\$64,625.00	\$0.00	\$64,625.00
EnerGov Permitting and Land Management SDK	\$10,000.00	\$2,000.00	\$8,000.00	\$2,000.00	\$0.00	\$2,000.00
Tyler GIS	\$35,000.00	\$7,000.00	\$28,000.00	\$7,000.00	\$0.00	\$7,000.00
	TOTAL:	\$528,346.00	\$421,121.00	\$105,725.00	\$0.00	\$105,725.00

Optional EnerGov Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net
EnerGov Report Toolkit	\$7,000.00	\$1,400.00	\$5,600.00	\$1,400.00	\$0.00	\$1,400.00
TOTAL:	\$7,000.00	\$1,400.00	\$5,600.00	\$1,400.00	\$0.00	\$1,400.00

Comments

EnerGov Prerequisite Training Courses - 125 EnerGov named users have unlimited access to courses prior to onsite training. The end user prerequisite service allows these users to take up to 11 foundational courses (where they get assessed a score) prior to our trainers arriving onsite. This allows for an overall more efficient training and cost effective training experience and a reduction of estimated 20-25% of actual required end user training hours/resources.

EnerGov Onsite Training & Production Support Services includes 160 resource hours for onsite end-user training for up to 125 users, 40 resource hours for UAT testing/power-user training for up to 15 users, and 80 resource hours for onsite production support after Go-Live. EnerGov Fundamentals Training includes 40 resource hours for up to 15 users. EnerGov Configuration Training includes 80 resource hours for up to 15 users.

EnerGov eReviews requires BlueBeam Studio Prime:

-Bluebeam Studio Prime Level 1 (up to 100 users), Subscription - \$2,340

-Bluebeam Studio Prime Level 2 (up to 200 users), Subscription - \$4,140

EnerGov Professional Implementation Services scoped for 10 complex business processes, 10 average business processes, 10 quickstart template business processes, and includes configuration for up to 5 EnerGov GeoRules and up to 15 EnerGov Intelligent Objects/Intelligent Automation agents. Estimated resource hours based on time/material and billed as incurred. NTE pricing is available upon request.

Estimated travel budget is for 20 weekly onsite trips.

No EnerGov Data Conversion Services in scope.

EnerGov Content Management API will allow the City's IT staff or a 3rd party systems integrator to interface to the City's OnBase document management system. Tyler recommends property tax assessment data be facilitated via GIS allowing for EnerGov access. A direct integration to BS&A would require the EnerGov Permitting & Land Management SDK. Tyler does not provide integration development services with the purchase of these SDK/APIs.

Tyler will work with the City to assess required custom reports. These custom reports can either be developed by the City, or the City can purchase Tyler's custom report development services.

EnerGov Integration Development Services for direct integration between New World Cash Receiving and EnerGov utilizing the EnerGov Central Cashiering SDK/API.

Tyler 311 for EnerGov Only does not include Click2Report mobile app.



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 one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that one (1) year anniversary of the Effective 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. The foregoing notwithstanding, increases to your annual maintenance and support fees will be limited as shown below:

Year	Increase Limit
2	Zero percent (0%) increase over the amounts listed in the Investment Summary for Year 1 Maintenance Fees before discount
3	Five percent (5%) over the prior year fees
4	Five percent (5%) over the prior year fees
5	Five percent (5%) over the prior year fees

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.



2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous

items less than twenty-five dollars and mileage logs are not available.

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 B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



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

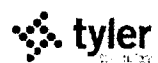
A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – 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. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally 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. For non-hosted customers, 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. For non-hosted customers, 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. For non-hosted customers, 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 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)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	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)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	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.]

Statement of Work

Enterprise Group, Tyler Technologies

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the City of Ann Arbor the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project. Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
EnerGov	Permit/Land Management
Tyler	Citizen Self Service – Tyler 311 for EnerGov Only
EnerGov	Central Cashiering SDK
EnerGov	Citizen Self Service – Permitting & Land Management
EnerGov	Content Management API
EnerGov	eReviews
EnerGov	IG Workforce Apps
EnerGov	Permitting and Land Management SDK
Tyler	GIS

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Stage of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute’s (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler’s Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective

communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City Project Manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City Project Manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, Project Manager(s), and Functional Leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler Project Manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management 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 collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged in writing following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge (in writing) each Deliverable or Control Point before it is deemed accepted. If the City does not provide acceptance or

acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, from receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The City and Tyler can allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and the City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the project budget.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce the needed data files from a static database for conversion from the Legacy System to provide them to Tyler on the specified due date(s). At the time the Legacy System data file is extracted, the City will produce reports and detail screen captures to reconcile the converted data.
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data.

- The City understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- During Production Cutover, the City may need to manually add or correct data after data has been loaded into the production database as mutually agreed to prior to the load.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The City's testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The City is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure for their workstations necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications for their workstations.

3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present

completed Deliverables to the City for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments

- The train database will be used by the City for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

3.6 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the City's designated Power Users. The City will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to City End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with City staff to demonstrate a specific function/feature/executable with the City is an opportunity to better understand and appreciate the Tyler solution
- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the City to utilize the software. The City is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow City Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other City users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

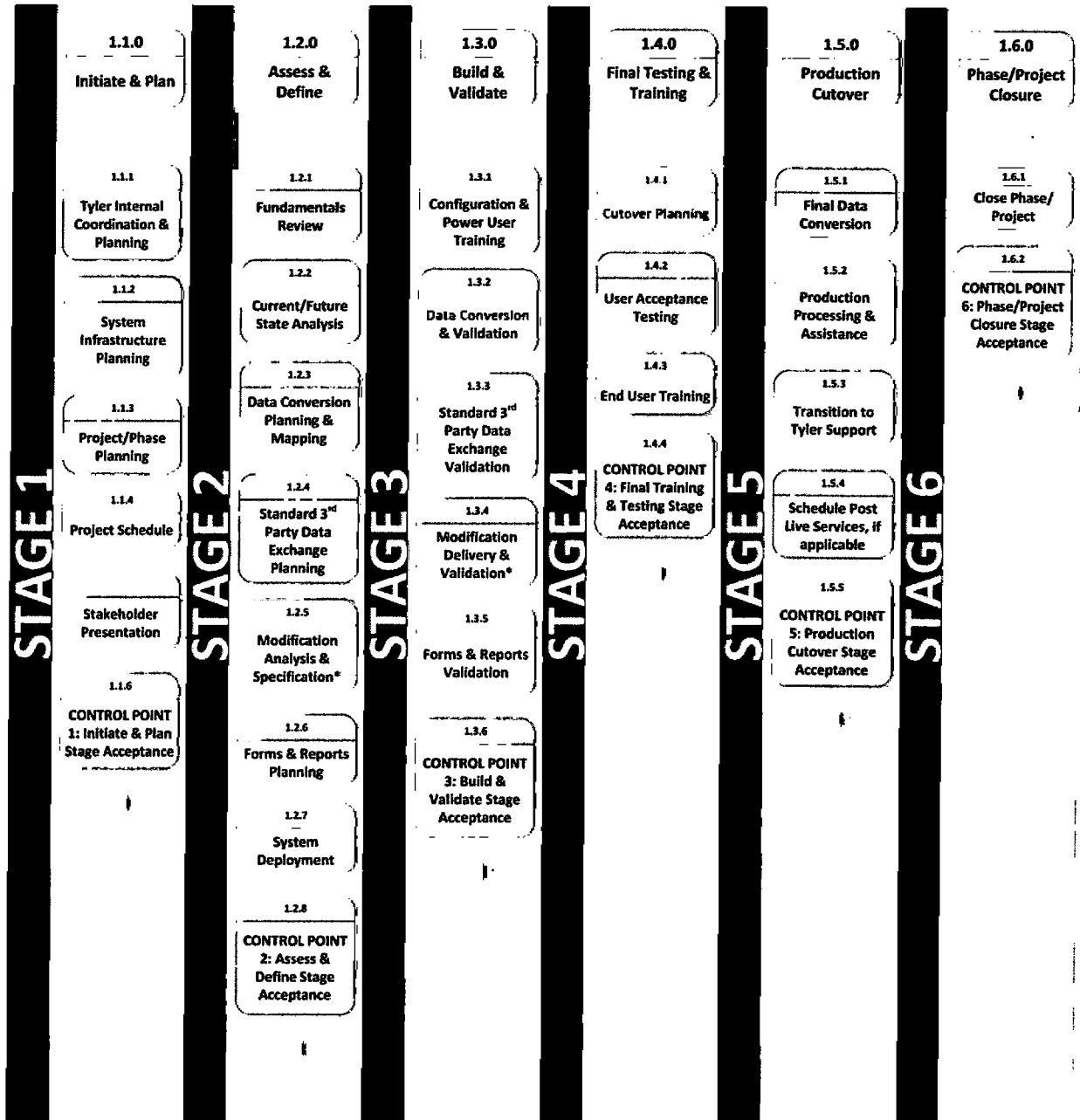
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Stage broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
TASKS																				
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R						C											

4.2.2 System Infrastructure Planning

The City has elected to have the product available within Tyler’s SaaS model. Therefore, Tyler will be responsible for the Infrastructure planning, as it will relate to the client.

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STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
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Provide system hardware specifications			I					R	A			I								
Make hardware available for Installation			I					R				I						I		
Install system hardware, if applicable			I					R				I						I		
Complete system infrastructure audit			I					R				I						I		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

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Perform Project/Phase Planning		A	R									C	C							
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

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STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

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STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

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STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
TASKS																				
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I					I
Complete fundamentals materials review and prerequisites				I								A	R		I					C
Ensure all scheduled attendees are present				I	I					A	R	C		I						
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

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Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I						C	A	R	I	C	I					
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

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STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
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Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the City’s responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

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	TYLER							CLIENT												
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TASKS																				
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C							A	C		C			R			

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Customizations by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the City will test and approve those changes during the Build and Validate Stage.

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	TYLER							CLIENT												
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TASKS																				
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I			A	R	C	I	I			C			

4.3.6 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Customization that will require a Change Request.

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Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule	A	R	I			C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

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STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R												
Ensure platform operates as expected	A		I					R												

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the City's needs
 - Scope: Design solution for Customization
 - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete
- Required Form information complete and provided to Tyler

- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
TASKS																				
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C							A	C		R			C			

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
TASKS																				
Write and run data conversion program against Client data		A	I	C	R														C	
Complete initial review of data errors		A	I	C	R						I	I							C	
Review data conversion and submit needed corrections			I	C	I						A	C		R					C	
Revise conversion program(s) to correct error(s)		A	I	C	R						I	I		C					C	

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I				C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)	A	I	C	I		R						I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R				C	
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C				C	
Make corrections to contracted custom program(s) as required	A	I	C	I		R						I	C		C				I	

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system
 - Scope: Data conversion program complete; deliver converted data for review
 - Acceptance criteria: Initial error log available for review
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Customizations on the City's server(s) *except for hosted Clients
 - Objective: Deliver Customization(s) in Tyler software
 - Scope: Program for Customization is complete and available in Tyler software, Customization testing
 - Acceptance criteria: Delivery of Customization(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review
 - Scope: Installation of all Standard Forms & Reports included in the Agreement
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
TASKS	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I				
Conduct additional End User training sessions			I							I	A	C	I	R	I	I	I	I		

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I		R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I				C	
Validate final pass of data			I	C	C						I	A	C		R				C	
Load final conversion pass to Production environment			I		I		R				I	A	C	I	C				C	

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics	A	R	I									C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Data is available in production environment
- Support transition documents
 - Objective: Define strategy for on-going Tyler support
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
 - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 6	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
TASKS																				
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R						I	I	C									

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the project. The Project Manager assigns additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project deliverables to align with satisfying the City's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- 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
- Acts as the counterpart to the City's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the project Management level as part of the escalation process
- Attends City steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all project related items.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Update and deliver Implementation Management Plan

- Defines project tasks and resource requirements
- Develops initial project schedule and full scale Project Plan
- Collaborates with City Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may negatively impact the outcomes of the project
 - Collaborates with the City's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, forms, installation, reports, implementation, and billing
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the City following configuration
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support
- Provides product related education
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time

- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final project plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the project prior to taking action

5.1.5 Tyler Sales

- Provide Sales background information to Implementation during Project Initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the City on the status and resolution of reported issues

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team
- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization

- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority, subject to applicable law and contractual requirements, to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

5.2.3 City Project Manager

The City shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the City Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance, in accordance with City procedures and applicable law.
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines project tasks and resource requirements for City project team
 - Collaborates in the development and approval of the initial Project Plan and Project Plan
 - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
 - Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the project

- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
 - Acts as liaison between project team and stakeholders
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
 - Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources

- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 City Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on City business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City staff during and after implementation

5.2.6 City End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with City and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

5.2.9 City project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the City to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe City requirements not available through Tyler software functionality, which will lead to a Modification with City acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The City is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Data Conversion Process for EnerGov Enterprise Server

7.1 Overview:

This document is an introduction to the SQL Server EG_Template database and how to populate it. The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client.

7.2 Modularized Design:

As with the EnerGov software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

7.3 Required Fields:

In the EnerGov software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the EnerGov db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the EnerGov db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the EnerGov configured values is not a requirement for fields intended for EnerGov drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate EnerGov value during conversion and collaborates with the client to validate the resulting mappings during the development phase of the conversion.

7.4 Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), the client may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

7.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

On occasion, legacy systems contain special features for which EnerGov does not account in the EG_Template db. As a result, the need may arise to develop a custom solution to address special cases.

7.6 Contacts:

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).
2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

EnerGov stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

7.7 Multiple Legacy Data Sources:

When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

7.8 Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
2. EnerGov (the production EnerGov db)
3. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Template into the EnerGov db.

EG_Template

- All legacy data sources populated into one db within the templated table structure.

Mapping and Conversion Code

- Db used to map/translate data before passing into EnerGov. Stored procedures and functions exist in this db, which becomes the conversion source code.

EnerGov DB

- EnerGov db used by the EnerGov software.

7.9 Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Client	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Client	Dependent on completed EnerGov configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to EnerGov	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor EnerGov configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team for review.
7	Review and either sign-off or request changes	Client	Client team will review the data and the interaction with it in the EnerGov software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until client signs off on the conversion.

7.10 Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team. This will be the production EnerGov db.
3	Go Live	Tyler /Client	Verification of EnerGov db and site functionality - Data Conversion sign-off Move to production phase

7.11 Data Import Areas:

7.12 Business and Professional Licensing

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes
- Payment and Fee History

8 Tyler Resources Purchased

The total professional services set forth in the Investment Summary have been allocated to the project as follows:

8.1 Billable Hours and Expenses in Scope

- Project Management Services = 390 resource hours
- Professional Implementation Services = 990 resource hours
- Fundamentals Training = 40 resource hours
- Training and Production Support = 280 resource hours
- Configuration Training = 80 resource hours
- Integration Development Services = included for NW Cash Receipting/EnerGov
- Report Development Services = not in scope
- Data Conversion Services = not in scope
- Estimated Travel Expense = \$34,000; based on 20 on-site trips (where a “trip” is defined as onsite travel of up to five business days) NOTE: A typical “onsite week” is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day.

8.2 Business Scope (Transactions and Automation)

- 10 unique, complex Business Transaction Types
- 10 unique, average Business Transaction Types
- 10 Best Management Practice Transaction Types (BMP Template)
- 5 unique GeoRules
- 15 unique Automation Events (Intelligent Object –IO & Intelligent Automation Agent – IAA)

8.3 “Business transaction” is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)
- Unique Fee assessment/configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case

8.4 “BMP Template transaction” is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

8.5 “Geo-Rule” is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

-
- | | |
|----------------|--|
| • Alert | • Displays a pop-up with a custom message to the user, notifying them of |
|----------------|--|
-

certain spatial data (i.e. noise abatement zones; flood zones; etc.).

- **Block**
 - Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
 - **Block with Override**
 - Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
 - **Fee Date**
 - Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
 - **Filed Mapping**
 - A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
 - **Required Action**
 - A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
 - **Required Step**
 - A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
 - **Zone Mapping**
 - The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).
-

8.6 “Intelligent Object (IO)” is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

8.7 “Intelligent Automation Agent (IAA)” is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

8.8 “EnerGov SDK API (Toolkits)” are defined by:

- API’s developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

8.9 Estimated Timeline

Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected to be between 10-12 months assuming a continuous single project phase rollout.

8.10 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-Stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the implementation methodology contains Control Points throughout each Phase to ensure adherence to Scope, budget, and schedule controls, as well as effective communications and quality standards. Clearly defined, the implementation methodology repeats consistently across Phases, and is scaled to meet the City's complexity and organizational needs.

For the City's Project, Tyler is suggesting an iterative approach to the implementation rather than a traditional waterfall approach. Under this approach, Tyler will work with the City to finalize a comprehensive list of all business transactions to be implemented. The parties will then organize those business transactions into smaller groupings. The groupings will be logically organized around impacted City department(s), business units, and applications and documented in a Configuration Plan. Tyler will then follow a repeating cycle for each grouping of transactions. In each such cycle, Tyler will define the process, configure the application, train the City on the configured processes for testing, and resolve any issues the City identifies through testing.

9 Stage Acceptance Form

Control Point [X]: [Stage Name] Stage Acceptance

Date: _____

Client: _____

Client Project Manager: _____

Tyler Project Manager: _____

Project Phase: _____

This memo indicates that the following activities have been satisfactorily completed and that the client authorizes Tyler to proceed to stage [X], [Stage Name], as scheduled for this phase of the project.

- [Completed deliverables itemized here]

Please return this sign off to your Project Manager. If we do not receive it within 5 business days, we will consider the sign off complete.

Client Project
Manager:

Date:

10 City of Sample - Change Order [X]

Tyler Technologies

Client: _____

Requested By: _____ Date: _____

Client Project Manager: _____ Tyler Project Manager: _____

Expiration Date: _____ Change Req. Number: _____

PROPOSED CHANGE

Change Description

IMPACT OF CHANGE

Schedule

Task	Original Start Date	Original Finish Date	Proposed Start Date	Proposed Finish Date

Resources

Cost

Task	Estimated Hours	Rate / hr	Total	Task Category
Total			\$0	

ACCEPTANCE

NOTE: No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies Project Manager.

Date**Title****Approved By****Signature**

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**STATE OF MICHIGAN
IN THE WASHTENAW COUNTY CIRCUIT COURT**

PETERS BUILDING CO., a Michigan
Corporation, and ROBERT WEBER,
an individual,,

Plaintiffs,

v

THE CITY OF ANN ARBOR,

Defendant.

Case No. 18-822-NZ
Hon. Carol Kuhnke

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CONSENT JUDGMENT

At a session of said Court held in the City of
Ann Arbor, County of Washtenaw, State of Michigan, on;

1/6/2020

PRESENT: HONORABLE CAROL KUHNKE
Circuit Court Judge

Upon the stipulation and consent of the Parties, by and through their respective attorneys,
the Court finds:

Time Submitted for Recording
Date 1/10 2020 Time 12:49pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

A. Plaintiff, Robert Weber, an individual, is the owner of approximately 7.7 acres of real property located at 2857 Packard, City of Ann Arbor, County of Washtenaw, State of Michigan (the "Property") which is more specifically described in the attached **Exhibit A**, which is incorporated into this Consent Judgment.

B. Plaintiff, Peters Building Co., a Michigan Corporation ("Peters Building"), has entered into a purchase agreement with Mr. Weber to purchase the Property.

C. Defendant, City of Ann Arbor, is a Michigan municipality located in Washtenaw County as established by the laws of the State of Michigan ("City"), with its governing body being the City Council.

D. The City has adopted a zoning ordinance known as the Unified Development Code ("UDC") which has been amended from time to time. Pursuant to the UDC, the Property is zoned R1E with Conditions.

E. In June 2016, Peters Building with the consent of Mr. Weber, submitted an application to the City for site plan approval of a residential development on the Property ("2857 Packard Road Site Plan").

F. On or about November 21, 2017, City Council denied approval of the 2857 Packard Road Site Plan, as amended by Peters Building through the City approval process.

G. On or about August 2, 2018 Peters Building and Mr. Weber (collectively, "Petitioner") filed a lawsuit against the City challenging the City's denial of the 2857 Packard Site Plan ("Litigation").

H. On or about February 22, 2019, the Parties agreed to a Stipulated Order for Stay of Proceedings so that Petitioner could submit an alternative development plan for the Property consisting of a PUD (Planned Unit Development) zoning and site plan (collectively "2857

Packard PUD”) for City consideration that would allow the same number of dwelling units on the Property as the 2857 Packard Road Site Plan, while protecting more of the natural features on the Property.

I. On or about October 7, 2019 the City denied approval of the 2857 Packard PUD.

J. After significant deliberation, Petitioner and the City now desire to settle and resolve the Litigation in accordance with the terms and conditions of this Consent Judgment without any admission of liability, fault, or wrongdoing and to provide for development, construction and use of the Property as provided in this Consent Judgment.

K. The Parties agree that the provisions of this Consent Judgment are contractual promises made by each of them and are binding on the Parties.

NOW THEREFORE, this Consent Judgment is presented to the Court pursuant to the stipulation and consent of the Parties, and the above findings which are incorporated into the Consent Judgment, and the Court having determined that the Consent Judgment is reasonable and just, and the Court being otherwise fully advised in the premises:

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Site Plan Approval. This Consent Judgment shall be deemed to constitute the City’s final approval of the site plan for development of this Property. The approved development shall be referred to as the Revised 2857 Packard Site Plan, and shall consist of the 2857 Packard Road PUD Site Plan as submitted to the City by Midwestern Consulting on behalf of Peters Building and dated April 25, 2019, with latest revision of August 20, 2019, consisting of sheets 1 through 28, attached as **Exhibit B** and incorporated herein. The development, and construction permitted by the Site Plan as authorized by this Consent Judgment (the “Project”) consists of the following:

(a) 51 residential homes as follows: 25 single-single family residential lots, and 26 attached residential units in four buildings.

(b) A private roadway and sidewalk providing access to the homes from Packard Road.

(c) 54% Open space, with preservation of natural features, including the preservation of 62 Woodland Trees and 13 Landmark Trees.

(d) Such other improvements and structures as depicted and described in the Revised 2857 Packard Site Plan.

(e) Development and construction of the Project shall comply with the requirements, attached as **Exhibit C** and incorporated herein and into the 2857 Packard Site Plan, in addition to all other applicable requirements of the UDC, Ann Arbor City Code, and City of Ann Arbor Public Services Standard Specifications.

2. Zoning. The Property is currently zoned R1E with Conditions, and the use of this property shall be deemed to be lawfully conforming under the R1E with Conditions zoning.

3. Development Agreement. Upon entry of this Consent Judgment, Peters Building and the City shall execute a development agreement pertaining to the development and construction of the Project (“Development Agreement”) in the form and substance attached as **Exhibit D**. The Development Agreement shall be binding on both the City and Petitioner and their respective grantees, successors, assigns, vendees, and trustees and shall run with the land. The Development Agreement shall be recorded by the City with the Washtenaw County Register of Deeds.

4. Preservation of Site Conditions. Petitioner shall not remove any natural feature, inclusive of woodlands, and landmark and woodland trees, at any time that is inconsistent with the Revised 2857 Packard Site Plan. Furthermore, Petitioner agrees not to remove any natural

features from the Property until immediately prior to the time of grading and site preparation for construction for the Property.

5. Evaluation of House. Petitioner shall not begin demolition, removal, or salvage of the existing house on the Property prior to April 1, 2020, or when a grading permit is issued to commence construction of the Project, whichever is later, in order to provide the City (or a third party designated by the City Administrator) with time to explore options to move the house and preserve it at another location. Developer agrees to cooperate with the City, to allow reasonable access and entry to the house as long as the City provides notice of at least three business days, and to negotiate in good faith with the City regarding logistics of moving the house. City acknowledges that moving the existing house will be at its own expense. Developer acknowledges that City is not under any obligation to move the house.

6. Mutual Release from Liability. Peters Building and Mr. Weber for themselves and their respective officers, owners, members, partners, shareholders, directors, trustees and employees, independent contractors, attorneys, consultants successors and assigns and the City for itself, its employees, elected officials, boards, commissions, independent contractors, trustees, employees, consultants and attorneys, mutually release and forever discharge each other of and from any and all claims, demands, actions, causes of action, suits, debts, judgments, attorney fees, under any federal, state or other statutes, regulations, executions, damages and rights of whatever nature in law, equity or otherwise, which now exist or which may subsequently accrue by reason of any acts arising out of or related to this Litigation and the subsequent submittal and City consideration of the 2857 Packard PUD, existing as of the date of this Consent Judgment, whether known or unknown on that date. All claims asserted or which could have been asserted in this Litigation and in regards to the 2857 Packard PUD, are hereby

dismissed with prejudice. This mutual release shall not bar claims and actions to enforce this Consent Judgment which are fully preserved.

7. Amendment of Terms. The terms of this Consent Judgment may not be amended except by mutual consent of the Parties or their respective successors, heirs or assigns and a stipulation entered with the Court. No waiver of any provision of this Consent Judgment shall be valid unless in writing and signed by the party against whom the waiver is charged.

8. Minor Site Plan Modifications. Notwithstanding the foregoing, Petitioner may apply to the City Planning Manager or administrative designee for administrative amendments, including extension, to the Revised 2857 Packard Site Plan in accordance with Chapter 55, Section 5.29.6.(B)(3) of Ann Arbor City Code as long as the administrative amendment does not alter the terms and requirements of this Consent Judgment and the Revised 2857 Packard Site Plan.

9. Clerical Errors. Any clerical errors or mistakes in document or exhibit descriptions contained in this Consent Judgment may be corrected by the Parties, and all Parties agree to cooperate in making such corrections in order to effectuate the intent and purpose of this Consent Judgment. Petitioner also agrees to submit a corrected version of the Revised 2857 Packard Site Plan, with corrected titles and references to this Consent Judgment prior to the issuance of any permits for development of the Project.

10. Good Faith. The parties and their respective successors and assigns shall treat each other in good faith and shall not take any action which is contrary to or interferes with the spirit of this Consent Judgment, or fail to take any action which is necessary or consistent with the spirit and intent of this Consent Judgment.

11. Conflicting Provisions. To the extent the terms of this Consent Judgment conflict with the UDC or Ann Arbor City Code and the terms and conditions of the Development Agreement, the terms of the Consent Judgment shall apply and govern the Parties.

12. Authority and Full Understanding. The Parties to this Appeal represent to this Court that they have fully read the Consent Judgment, have discussed it with their respective legal counsel and fully understand the terms and conditions thereof. Each person signing the Consent Judgment hereby represents and warrant that they are a duly authorized representative and agent of the respective Party, and that they have full authority to bind the Party to the covenants, warranties, representations and obligations of this Consent Judgment.

13. Execution of Consent Judgment. This Consent Judgment may be executed by the Parties in counterparts, and pages containing the original signatures shall be attached to the Consent Judgment filed with the Court, photocopies and scanned signatures of the Parties hereto, shall be deemed duplicate signatures.

14. Binding Effect. This Consent Judgment is deemed to have been mutually drafted by the Parties and is binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, grantees, trustees, departments, commissions, employees, successors in interest and/or assigns without limiting the generality thereto.

15. Recordation. This Consent Judgment shall be recorded by the City in the office of the Register of Deeds of Washtenaw County and shall be deemed a covenant running with the land. A true copy of the recorded Consent Judgment shall be provided by the City to Weber and Peters Building.

16. Continuing Jurisdiction. This Court retains continuing jurisdiction to assure and enforce compliance with the terms of this Consent Judgment and the Development Agreement.

In the event of a proceeding to enforce the Consent Judgment, the prevailing Party may seek to recover costs and reasonable attorney fees in addition to such other applicable relief including injunctive relief and specific performance.

THIS CONSENT JUDGMENT RESOLVES ALL PENDING CLAIMS AND CLOSES THIS CASE

/s/ Carol Kuhnke 1/6/2020
Hon. Carol Kuhnke, Circuit Court Judge



By: [Signature]
Christopher Taylor
Its: Mayor

Dated: 12/20/2019
By: [Signature]
Jacqueline Beaudry
Its: City Clerk

Dated: 12/20/19

Approved:

Peters Building Co.

By: [Signature]
James G. Haussler
Its: President

Dated: 12/13/2019

By: [Signature]
Robert Weber

And By Its Attorneys:

Conlin, McKenney & Philbrick, P.C.

By: [Signature]
Joseph W. Phillips (P34063)
340 S. Main Street, Suite 400
Ann Arbor, MI 48104-2131
(734) 761-9000

Office of the City Attorney

By: [Signature]
Stephen K. Posterna (P38871)
301 E. Huron Street, P.O. Box 8647
Ann Arbor, Michigan 48108
(734) 794-6170

**EXHIBIT A
PROPERTY DESCRIPTION**

2857 Packard Road:

Commencing at the South 1/4 post of Section 3, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence North $89^{\circ}47'30''$ East, 594 feet in the South line of said Section for a Place of Beginning; thence North $00^{\circ}51'30''$ East, 853.56 feet; thence North $89^{\circ}56'30''$ East, 407.13 feet; thence South $00^{\circ}56'$ West to the South line of the Section; thence West along said South Section line to Place of Beginning.

Being more particularly described as the following:

Commencing at the S 1/4 corner of Section 3, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence $N89^{\circ}47'30''E$ 593.60 feet (recorded 594 feet) along the South line of said Section 3 to the Point of Beginning; thence $N00^{\circ}51'30''E$ 853.56 feet along the East line of Lots 1-9 of "Green Lea" Subdivision as recorded in Liber 11 of Plats, Page 42, Washtenaw County Records; thence $N89^{\circ}56'30''E$ 407.13 feet along the South line of Lots 11-14 of said "Green Lea" Subdivision; thence $S00^{\circ}56'00''W$ 324.52 feet along the West line of Lots 29-33 of "Kensington Farms" Subdivision, as recorded in Liber 12 of Plats, Pages 49 and 50, Washtenaw County Records; thence continuing $S00^{\circ}56'00''W$ 528.00 feet; thence $S89^{\circ}47'30''W$ 406.03 feet (recorded West) along said South line of Section 3 to the Point of Beginning. Being a part of the SE 1/4 of Section 3, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, and containing 7.96 acres, more or less.

In the City of Ann Arbor, Washtenaw County, Michigan.

**EXHIBIT B
SITE PLAN**

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OWNER
 CITY OF ANN ARBOR, MICHIGAN
 100 EAST WASHINGTON
 ANN ARBOR, MI 48106-1500

DEVELOPER/BUILDER
 MIDWESTERN CONSULTING, L.L.C.
 100 EAST WASHINGTON
 ANN ARBOR, MI 48106-1500

ARCHITECT
 MIDWESTERN CONSULTING, L.L.C.
 100 EAST WASHINGTON
 ANN ARBOR, MI 48106-1500

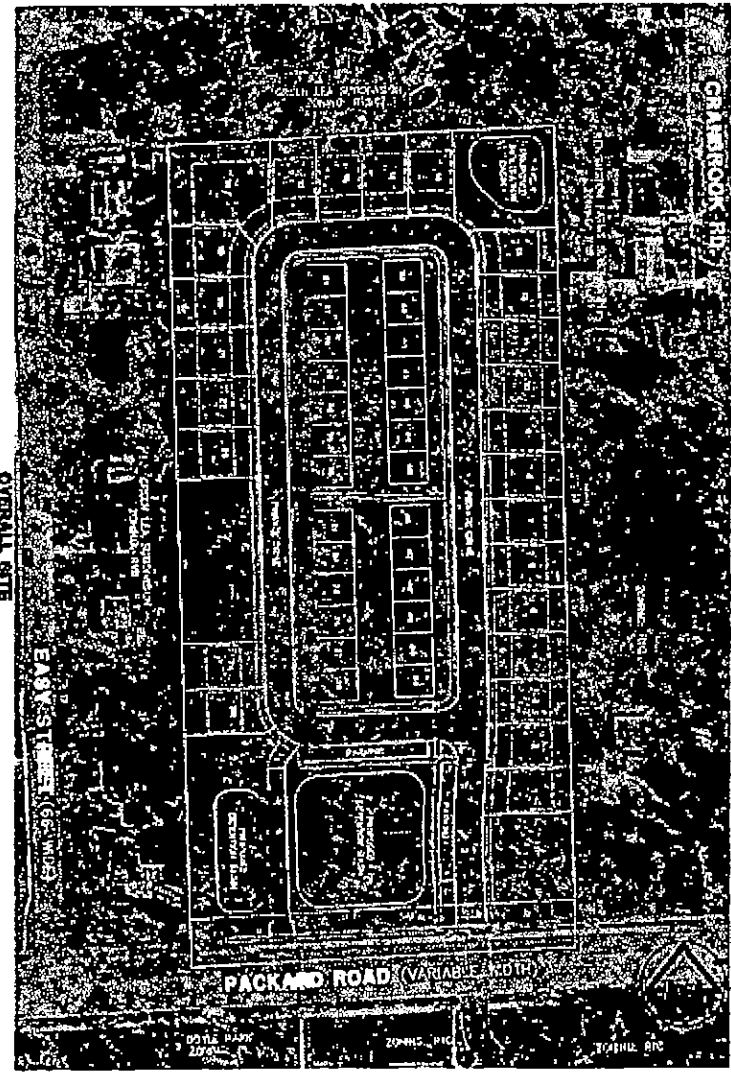
LANDSCAPE ARCHITECT
 MIDWESTERN CONSULTING, L.L.C.
 100 EAST WASHINGTON
 ANN ARBOR, MI 48106-1500

ENGINEER
 MIDWESTERN CONSULTING, L.L.C.
 100 EAST WASHINGTON
 ANN ARBOR, MI 48106-1500

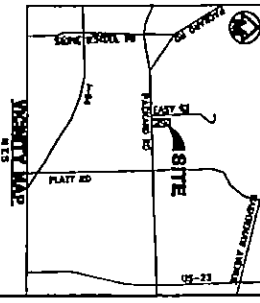
PLANNING
 MIDWESTERN CONSULTING, L.L.C.
 100 EAST WASHINGTON
 ANN ARBOR, MI 48106-1500

GENERAL NOTES

1. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ANN ARBOR AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION.
2. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ANN ARBOR AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION.
3. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ANN ARBOR AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



2857 PACKARD ROAD
 CITY OF ANN ARBOR, WASHTEENAW COUNTY, MICHIGAN
 SECTION 3, T3S, R6E
 PLANNED UNIT DEVELOPMENT - SITE PLAN



- SHEET INDEX**
- 01 SITE PLAN
 - 02 SITE PLAN
 - 03 SITE PLAN
 - 04 SITE PLAN
 - 05 SITE PLAN
 - 06 SITE PLAN
 - 07 SITE PLAN
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 - 100 SITE PLAN

PROJECT SUMMARY

The proposed development consists of a planned unit development of 30 residential units, including 15 single-family detached units and 15 townhome units. The units are arranged around a central courtyard area. The site is located on the east side of Packard Road, between East Washington Avenue and East Main Street. The site is bounded by Packard Road to the north, East Washington Avenue to the east, and East Main Street to the south. The site is currently vacant and is being developed for residential use. The development is subject to the City of Ann Arbor's zoning regulations and the Michigan Department of Transportation's requirements for road crossings. The development is expected to be completed in 2021.

2857 PACKARD ROAD

JOB NO. 16070

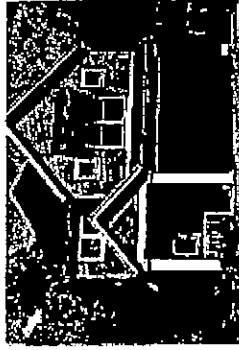
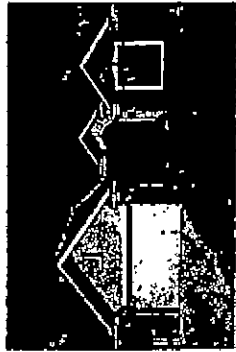
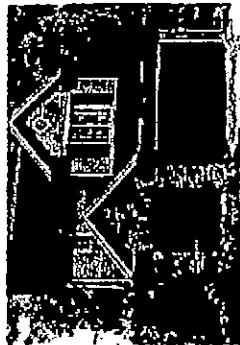
DATE

MIDWESTERN CONSULTING, L.L.C.

100 EAST WASHINGTON
 ANN ARBOR, MI 48106-1500

01

TYPICAL DETACHED AND ATTACHED HOUSING TYPOLOGY



PUD - DEVELOPMENT PROGRAM
 The proposed development does not comply with the Area, Height and Setback Regulations. The proposed development is a PUD and is subject to the PUD Ordinance. The proposed development is a PUD and is subject to the PUD Ordinance. The proposed development is a PUD and is subject to the PUD Ordinance.

DEVELOPMENT PROGRAM
 The proposed development does not comply with the Area, Height and Setback Regulations. The proposed development is a PUD and is subject to the PUD Ordinance. The proposed development is a PUD and is subject to the PUD Ordinance. The proposed development is a PUD and is subject to the PUD Ordinance.

COMMUNITY ANALYSIS
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SITE ANALYSIS
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SITE ANALYSIS
 The proposed development is located on a residential lot. The proposed development is located on a residential lot. The proposed development is located on a residential lot. The proposed development is located on a residential lot.

SCHEMATIC DESIGN
 The proposed development is a PUD and is subject to the PUD Ordinance. The proposed development is a PUD and is subject to the PUD Ordinance. The proposed development is a PUD and is subject to the PUD Ordinance.

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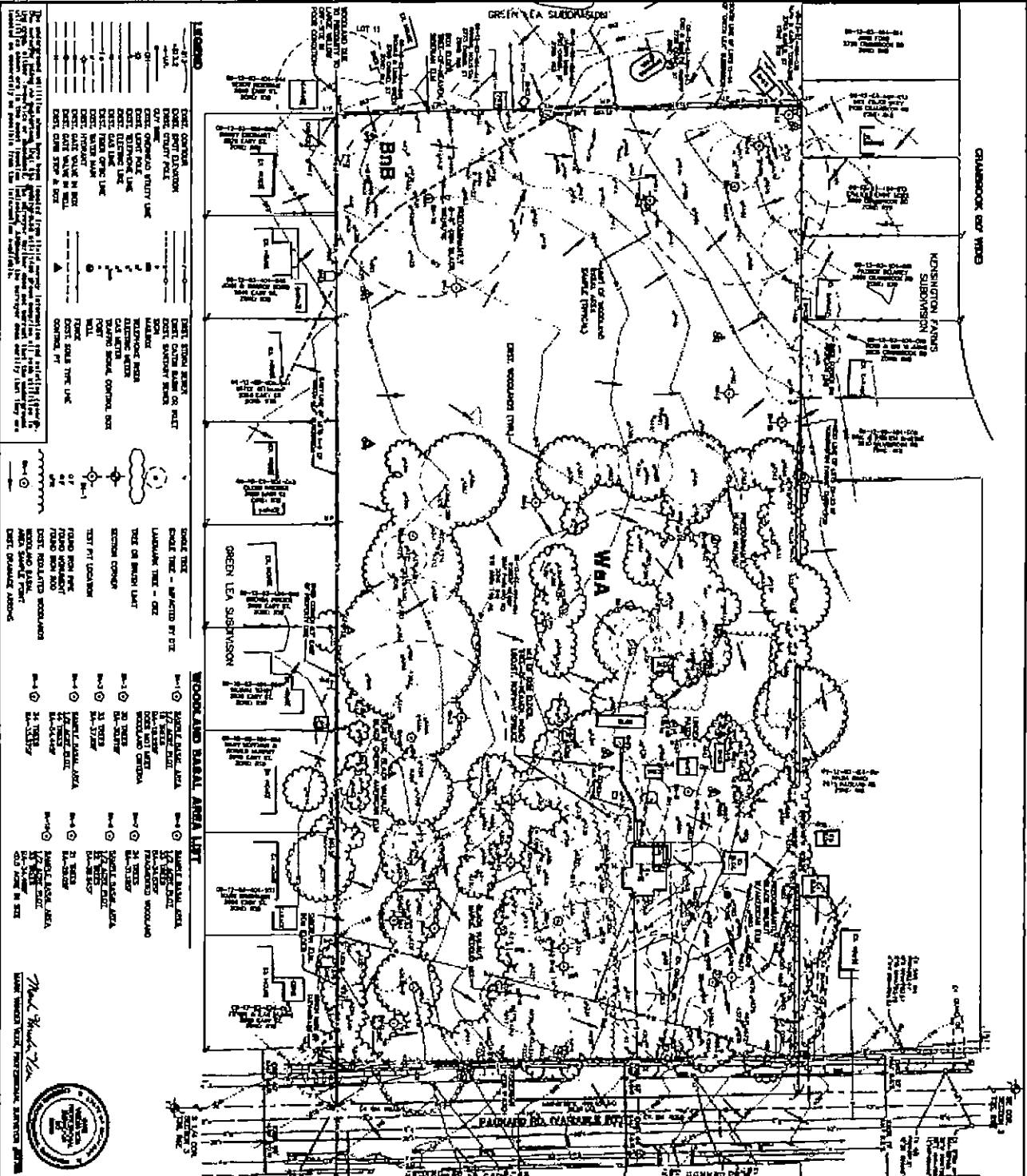
TRAFFIC ANALYSIS
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TRAFFIC ANALYSIS
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CONCLUSIONS
 The proposed development is a PUD and is subject to the PUD Ordinance. The proposed development is a PUD and is subject to the PUD Ordinance. The proposed development is a PUD and is subject to the PUD Ordinance.

CONCLUSIONS
 The proposed development is a PUD and is subject to the PUD Ordinance. The proposed development is a PUD and is subject to the PUD Ordinance. The proposed development is a PUD and is subject to the PUD Ordinance.

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NOTE: THE SITE PLAN IS PREPARED BY THE CONSULTANT IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BIRMINGHAM. THE CONSULTANT HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE INFORMATION TO BE ACCURATE. THE CONSULTANT HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE INFORMATION TO BE ACCURATE. THE CONSULTANT HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE INFORMATION TO BE ACCURATE.

GENERAL INFO OF NATURAL FEATURES:
 The site is located within the City of Birmingham, Alabama. The site is primarily wooded with a variety of trees including oaks, pines, and cypresses. The site is also home to several large trees that are significant to the site's natural features. The site is also home to several large trees that are significant to the site's natural features.

WETLANDS/WATER COURSES:
 The site is located within the City of Birmingham, Alabama. The site is primarily wooded with a variety of trees including oaks, pines, and cypresses. The site is also home to several large trees that are significant to the site's natural features. The site is also home to several large trees that are significant to the site's natural features.

STEPPED SLOPES:
 The site is located within the City of Birmingham, Alabama. The site is primarily wooded with a variety of trees including oaks, pines, and cypresses. The site is also home to several large trees that are significant to the site's natural features. The site is also home to several large trees that are significant to the site's natural features.

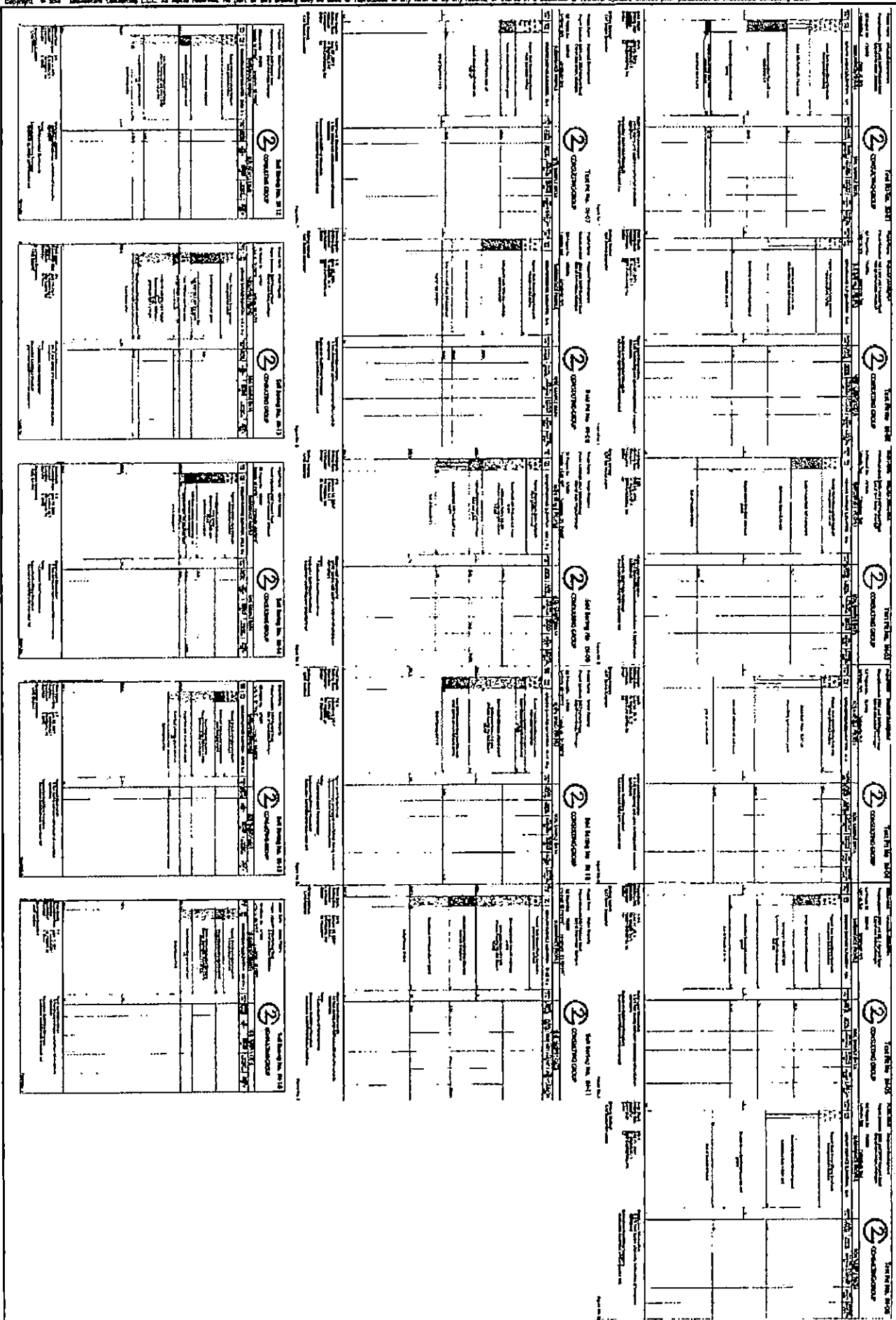
NATURAL FEATURES SUMMARY:

TYPE	AREA	PERCENTAGE
WOODS	10.00 AC	100%
WETLANDS	0.00 AC	0%
WATER COURSES	0.00 AC	0%
STEPPED SLOPES	0.00 AC	0%
TOTAL	10.00 AC	100%

LEGAL DESCRIPTION:
 The site is located within the City of Birmingham, Alabama. The site is primarily wooded with a variety of trees including oaks, pines, and cypresses. The site is also home to several large trees that are significant to the site's natural features. The site is also home to several large trees that are significant to the site's natural features.

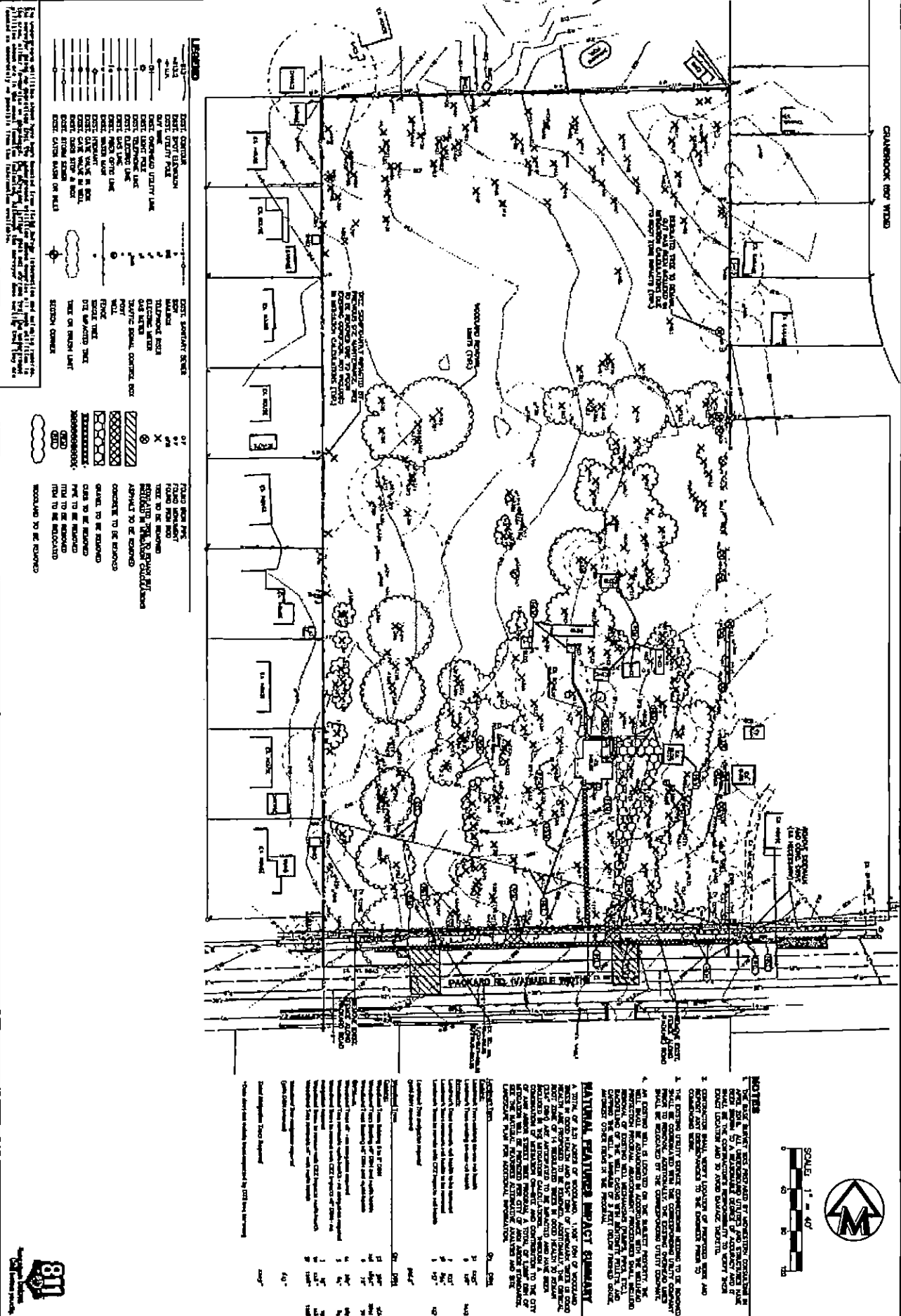
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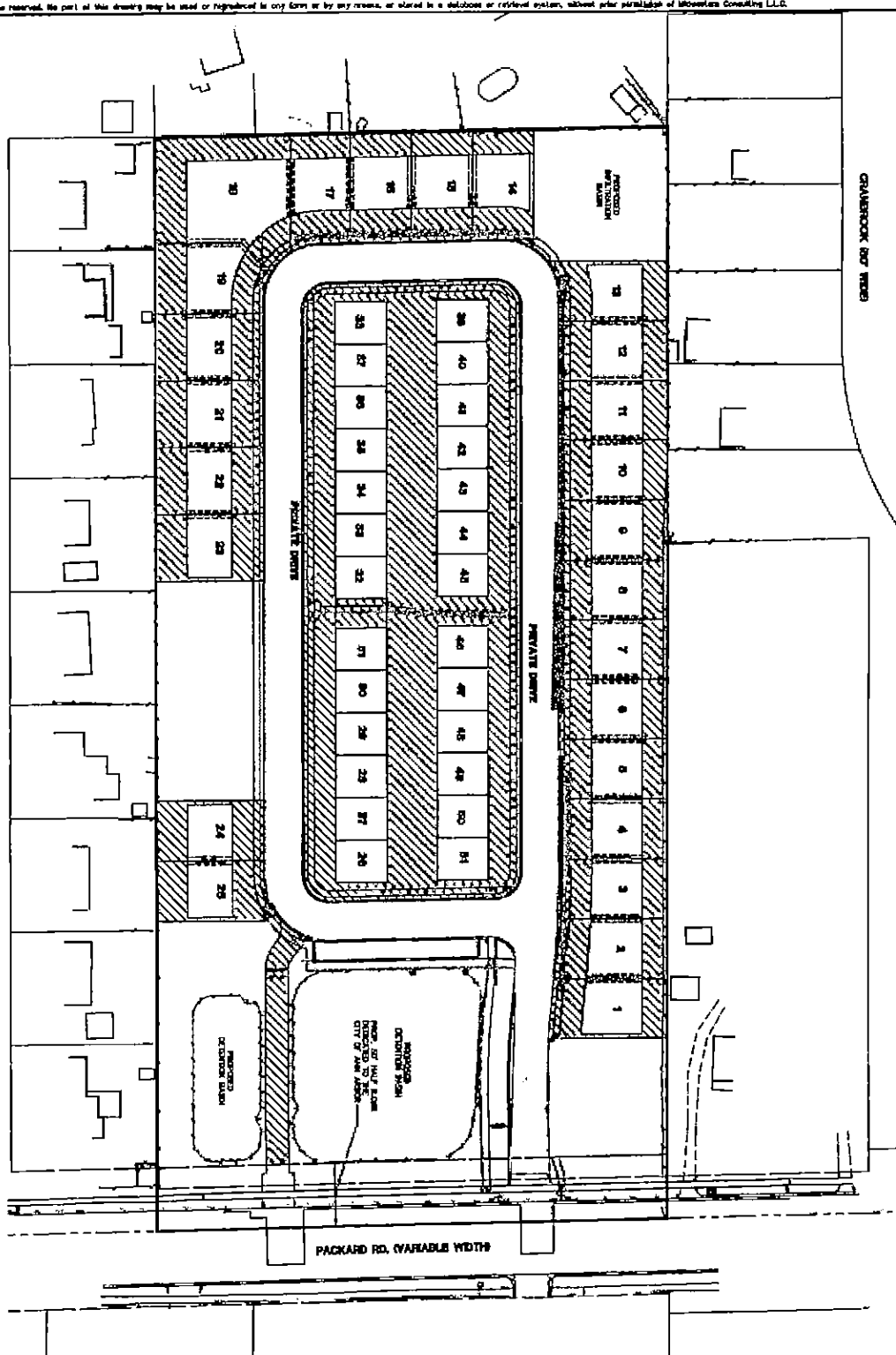
<p>JOB NO. 18070</p> <p>DATE: 01/10/2020</p> <p>SCALE: AS SHOWN</p>	<p>NO. 90</p>	<p>2857 PACKARD ROAD</p> <p>PLANNED UNIT DEVELOPMENT</p> <p>SOIL PIT LOGS</p>	<p>CLIENT</p> <p>PETERS BUILDING COMPANY</p> <p>172 S. INDUSTRIAL DRIVE</p> <p>SALEM, MO 65408</p> <p>JW. HAUPTLER</p> <p>754-426-4380</p>		<p>MIDWESTERN</p> <p>CONSULTING</p> <p>2857 Packard Road, Suite 100, St. Louis, MO 63114</p> <p>314-436-4380</p> <p>www.midwesternconsulting.com</p>
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<p>18070</p>	<p>07</p>	<p>2857 PACKARD ROAD PLANNED UNIT DEVELOPMENT SITE REMOVAL PLAN</p>	<p>CLIENT PETERSON BUILDING COMPANY 172 N. MICHIGAN, SUITE C GALENA, IL 60137 JIM FRUTKINER 734-628-1800</p>	<p>MIDWESTERN CONSULTING 2742 West 17th Street, Oak Brook, Illinois 60151 (708) 571-1000 www.midwesternconsulting.com License: Professional Land Surveyor - State of Illinois License: Professional Engineer - State of Illinois License: Professional Architect - State of Illinois</p>
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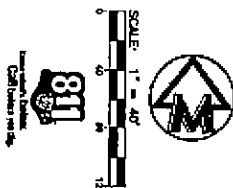
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PACKARD RD. (VARIABLE WIDTH)

PARKS CONTRIBUTION
 THE CITY OF JAY ASSESSOR'S CONTRIBUTION TO THE CITY OF JAY ASSESSOR'S MAP IS 1.50 AC. OF OPEN SPACE. THE CITY OF JAY ASSESSOR'S CONTRIBUTION TO THE CITY OF JAY ASSESSOR'S MAP IS 1.50 AC. OF OPEN SPACE. THE CITY OF JAY ASSESSOR'S CONTRIBUTION TO THE CITY OF JAY ASSESSOR'S MAP IS 1.50 AC. OF OPEN SPACE.

LEGEND
 TOTAL OPEN SPACE: 4.50 AC. SEE AREA
 OPEN SPACE - ASSESSOR'S: 1.50 AC. SEE AREA
 TOTAL RECREATION CONTRIBUTION: 1.50 AC. SEE AREA
 NOTE: NO CITY REQUIREMENT FOR OPEN SPACE WITH SMALL FAMILY DEVELOPMENT



JOB No. 18070
 DATE: 01/10/2020
 DRAWN BY: [Name]
 CHECKED BY: [Name]

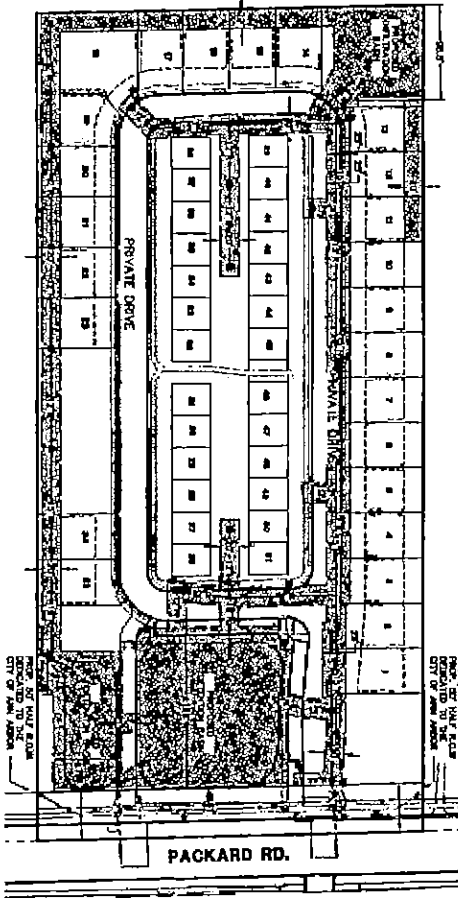
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2877 PACKARD ROAD
 PLANNED UNIT DEVELOPMENT
 OPEN SPACE PLAN

CLIENT
 PETER BUILDING COMPANY
 172 W. INDUSTRIAL DRIVE
 SAUCIER, MO 64178
 JOE HEDERLICK
 724-499-4900

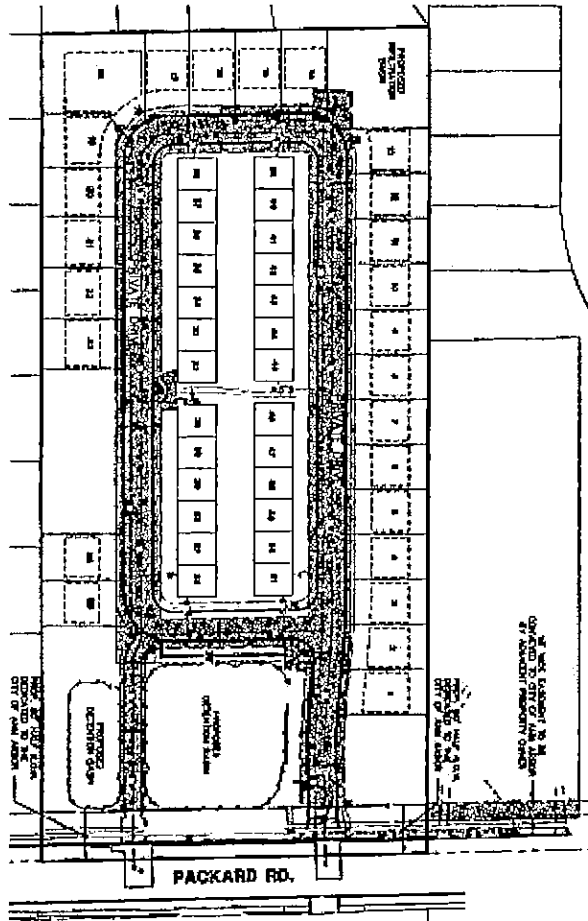
MIDWESTERN CONSULTING
 811
 2877 Packard Road, Jay, Missouri, 64178
 724-499-4900
 Land Development • Land Survey • Subdivision • Municipal
 Utilities • Construction • Transportation • Utility Studies

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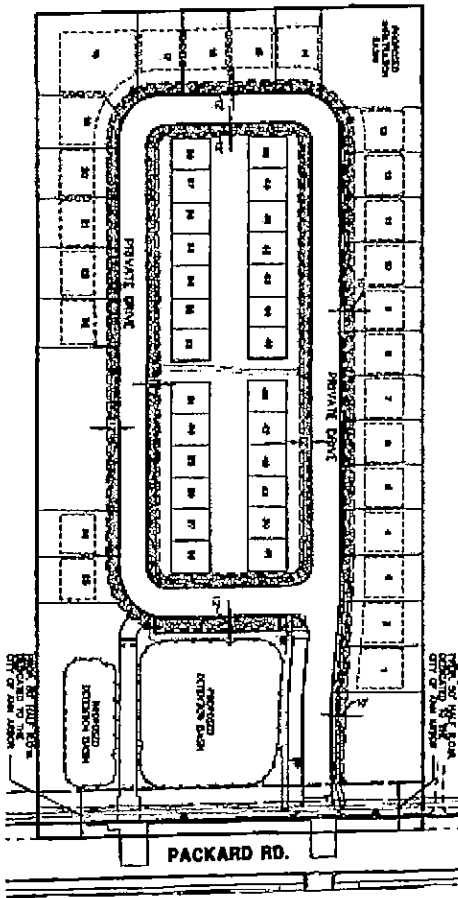
PROPOSED WICORO DRAINAGE EASEMENT



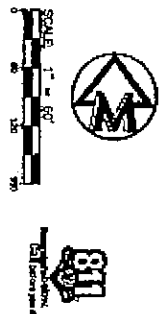
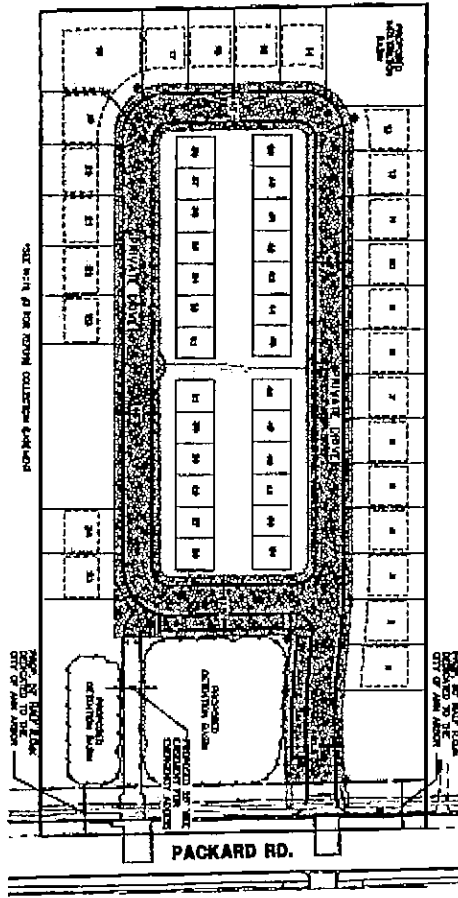
PROPOSED CITY OF ANN ARBOR PUBLIC UTILITY EASEMENT



PROPOSED FRANKS UTILITY EASEMENT

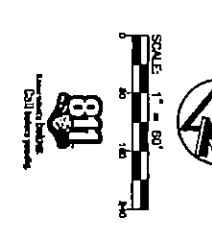
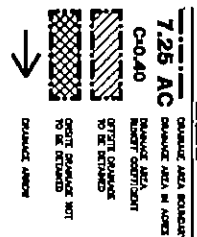
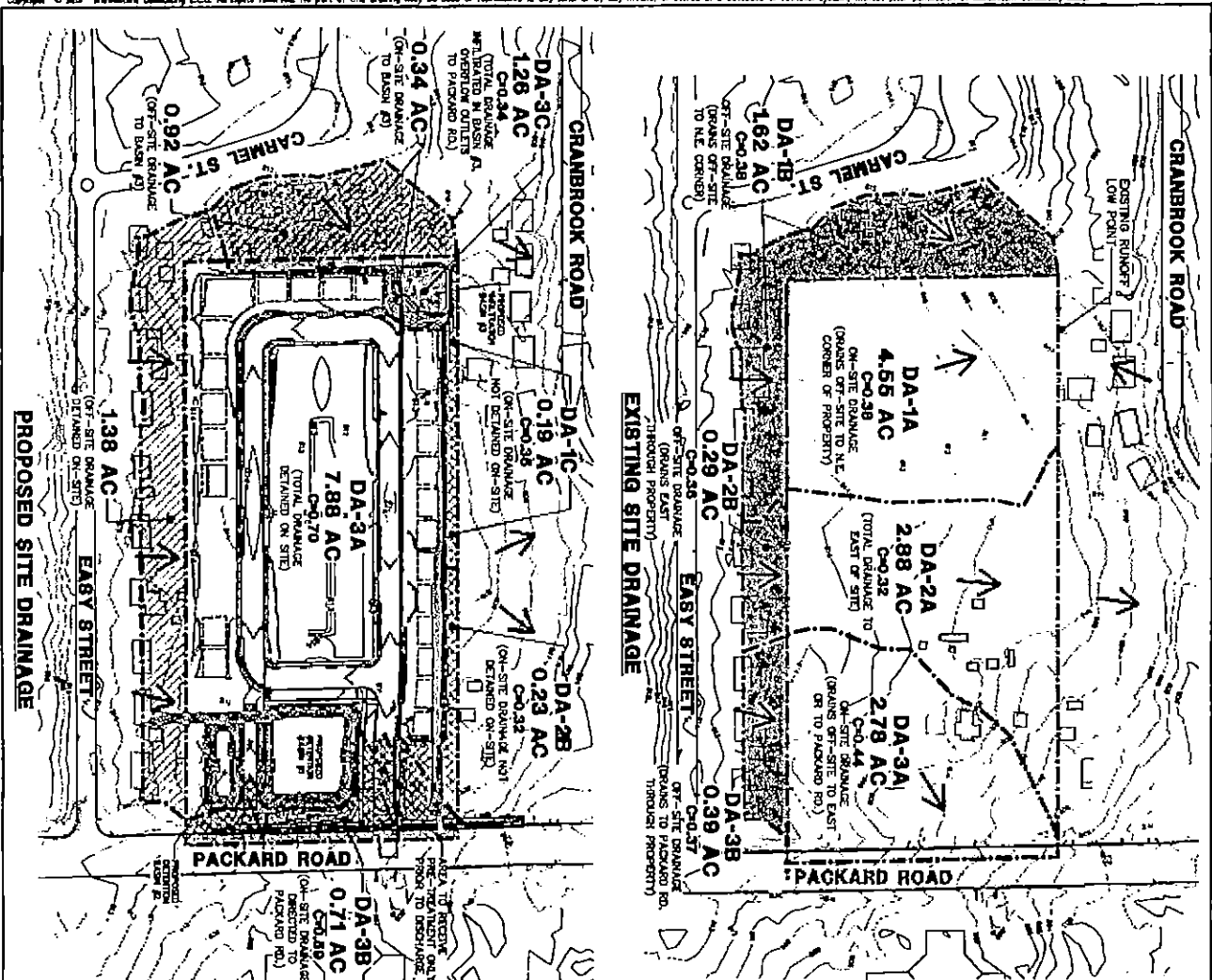


PROPOSED PRIVATE ROAD & PEDESTRIAN ACCESS EASEMENT



- NOTES**
1. THE PROPOSED EASEMENTS ARE SHOWN AND LOCATED IN FAVOR OF THE SURROUNDING COUNTY WATER RESOURCES COMMISSION AND THE COMMISSIONER ASSOCIATION.
 2. NO PART OF THE PROPOSED EASEMENTS MAY BE USED FOR ANY PURPOSE OTHER THAN THAT SPECIFICALLY IDENTIFIED IN THIS PLAN.
 3. A DEDICATED EASEMENT OF THE PROPOSED PRIVATE ROAD & PEDESTRIAN ACCESS EASEMENT SHALL BE PROVIDED TO THE CITY OF ANN ARBOR SPECIFICALLY FOR THE PURPOSES OF PUBLIC COLLECTION.

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DRAINAGE COMPARISON

Existing
 100 Year Peak Discharge (MGD) = 0.14
 100 Year Peak Volume (MG) = 1.1
 100 Year Peak Velocity (ft/s) = 1.17

Proposed
 100 Year Peak Discharge (MGD) = 0.14
 100 Year Peak Volume (MG) = 1.1
 100 Year Peak Velocity (ft/s) = 1.17

Drainage Area #	Area (A)	Area (B)	Area (C)	Area (D)	Area (E)	Area (F)	Area (G)	Area (H)
1	1.26	1.26	1.26	1.26	1.26	1.26	1.26	1.26
2	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19
3	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23
4	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34
5	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71
6	1.26	1.26	1.26	1.26	1.26	1.26	1.26	1.26
7	1.62	1.62	1.62	1.62	1.62	1.62	1.62	1.62
8	2.78	2.78	2.78	2.78	2.78	2.78	2.78	2.78
9	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88
10	4.55	4.55	4.55	4.55	4.55	4.55	4.55	4.55
Total	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60

Drainage Area #	Area (A)	Area (B)	Area (C)	Area (D)	Area (E)	Area (F)	Area (G)	Area (H)
1	1.26	1.26	1.26	1.26	1.26	1.26	1.26	1.26
2	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19
3	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23
4	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34
5	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71
6	1.26	1.26	1.26	1.26	1.26	1.26	1.26	1.26
7	1.62	1.62	1.62	1.62	1.62	1.62	1.62	1.62
8	2.78	2.78	2.78	2.78	2.78	2.78	2.78	2.78
9	2.88	2.88	2.88	2.88	2.88	2.88	2.88	2.88
10	4.55	4.55	4.55	4.55	4.55	4.55	4.55	4.55
Total	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60

Job No. **18070**
 Date: 4/28/19
 Sheet 14 of 27
14

2857 PACKARD ROAD
 PLANNED UNIT DEVELOPMENT
 DRAINAGE COMPARISON PLAN

CLIENT
 PETERS BUILDING COMPANY
 172 E. HUBBARD DRIVE
 SUITE 100
 DES MOINES, IA 50319
 515-281-8200



2857 PACKARD ROAD
 PLANNED UNIT DEVELOPMENT
 CLIENT: MIDWESTERN CONSULTING INC.

DESIGN NO. 18070
 DATE: 04/10/2020
 DRAWN BY: [Name]
 CHECKED BY: [Name]

OVERFLOW STRUCTURE MANHOLE
 DETAIL FOR RETENTION BASIN
 1/8" = 1'-0" SCALE



PLAN VIEW
 PROFILE VIEW

OVERFLOW STRUCTURE MANHOLE
 DETAIL FOR RETENTION BASIN
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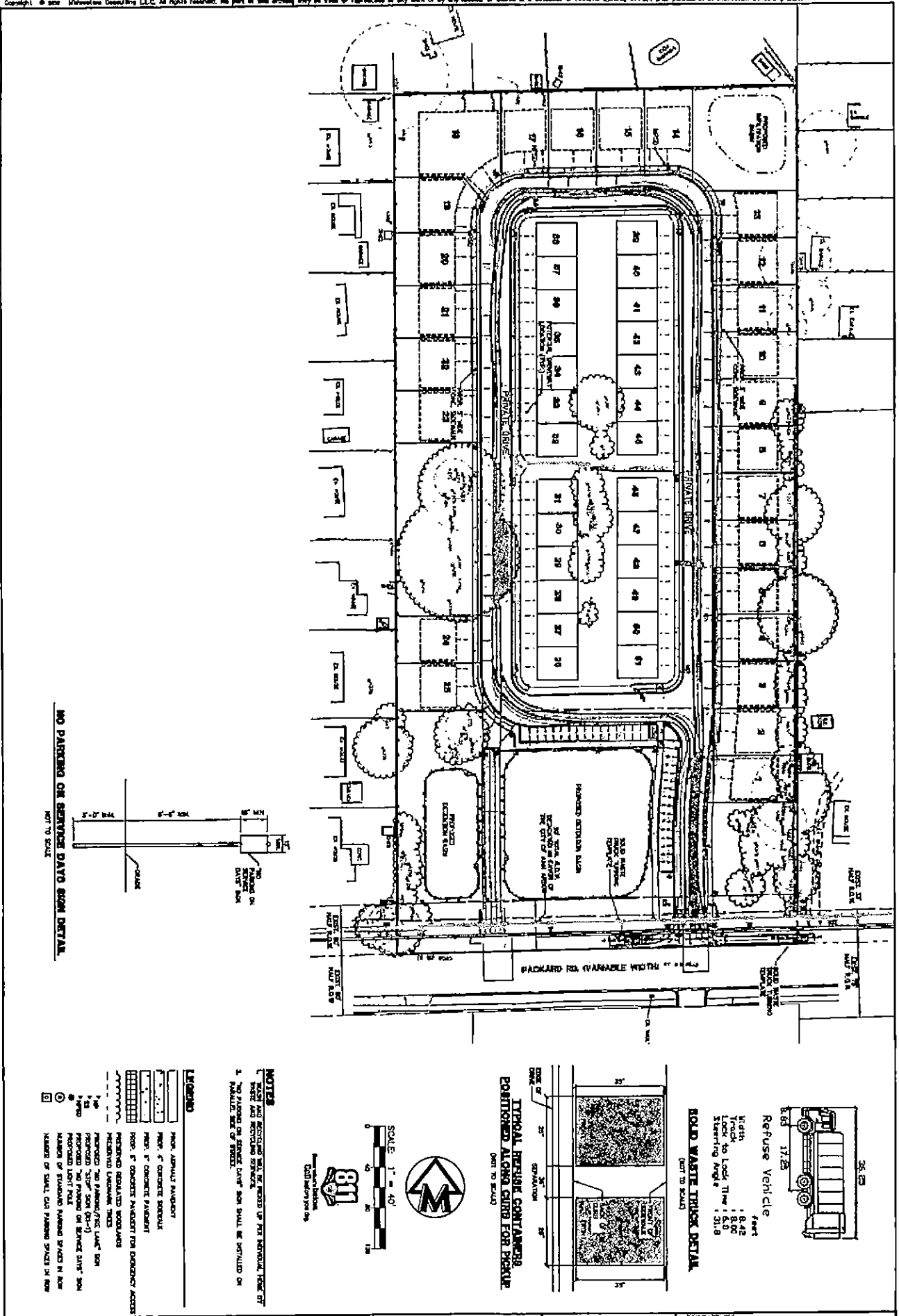
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 1/8" = 1'-0" SCALE

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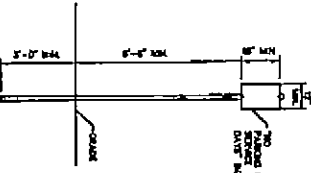
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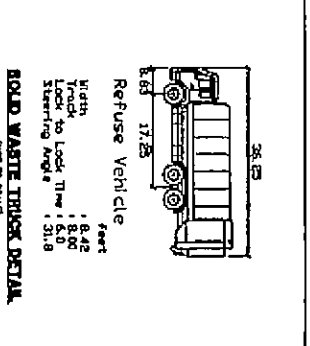
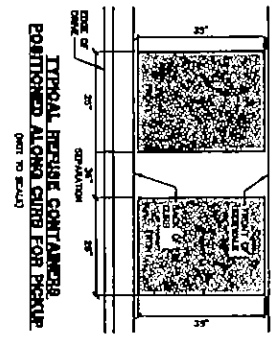
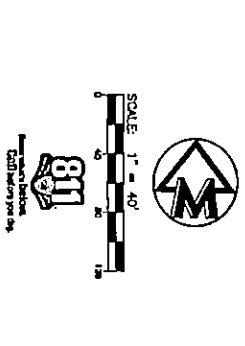
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NO PARKING OR SERVICE DRIVE SIGN DETAIL
NOT TO SCALE



- NOTES**
- EXISTING WALLS SHALL BE REMOVED UP TO THE EXISTING FLOOR FINISH.
 - NO PARKING OR SERVICE DRIVE SIGN SHALL BE DETAILED ON SHEET TO SCALE.
 - PAVING SHALL BE AS SHOWN.
- LEGEND**
- PROP. ASPHALT PAVEMENT
 - PROP. 4" CONCRETE SLAB
 - PROP. 8" CONCRETE PAVEMENT
 - PROP. 6" CONCRETE PAVEMENT FOR EMERGENCY ACCESS
 - PROPOSED EXISTING WALLS
 - PROPOSED 30" HIGH CONCRETE WALLS
 - PROPOSED 30" HIGH CONCRETE WALLS WITH 12" HIGH TOP COURSE
 - PROPOSED 30" HIGH CONCRETE WALLS WITH 12" HIGH TOP COURSE AND 12" HIGH TOP COURSE WITH 12" HIGH TOP COURSE
 - PROPOSED 30" HIGH CONCRETE WALLS WITH 12" HIGH TOP COURSE AND 12" HIGH TOP COURSE WITH 12" HIGH TOP COURSE
 - PROPOSED 30" HIGH CONCRETE WALLS WITH 12" HIGH TOP COURSE AND 12" HIGH TOP COURSE WITH 12" HIGH TOP COURSE



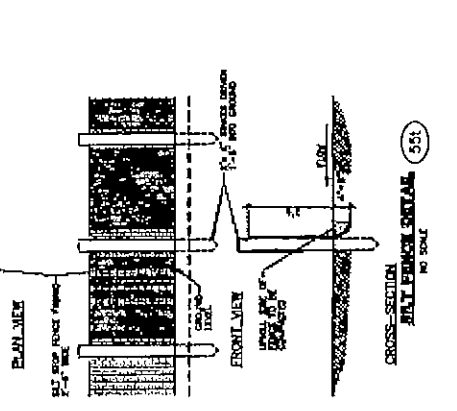
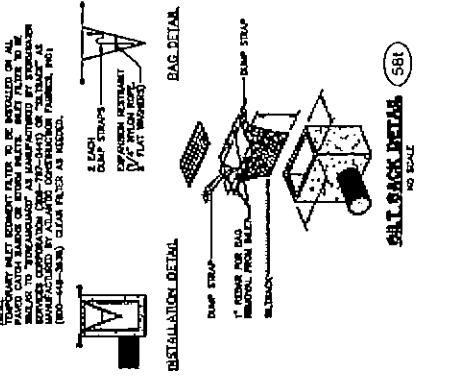
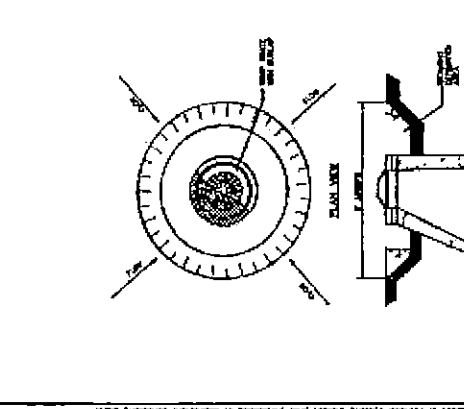
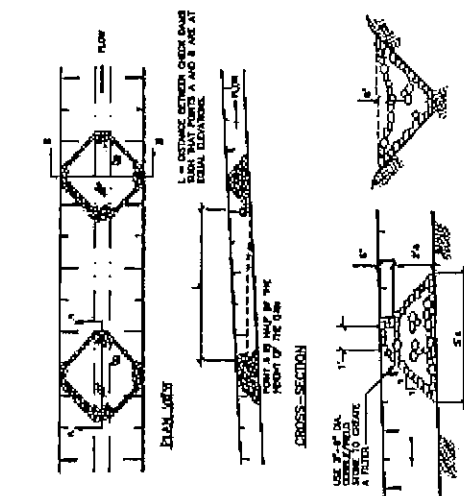
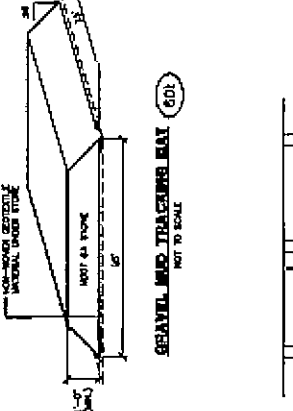
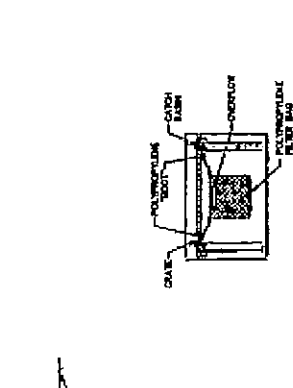
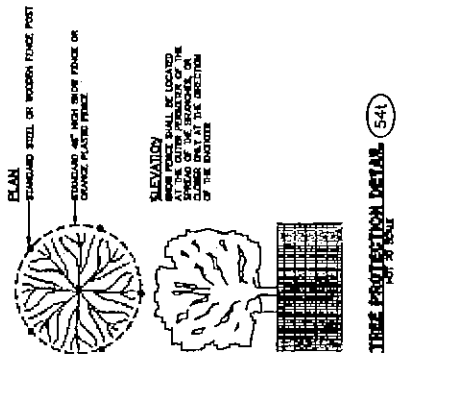
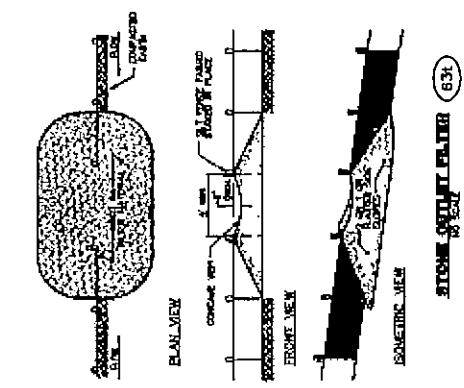
DR No.	18070	REV	DATE
REVISION			
DATE			

22

2857 PACKARD ROAD
PLANNED UNIT DEVELOPMENT
SOLID WASTE PLAN

CLIENT
PENTON BUILDING COMPANY
172 W. INDUSTRIAL DRIVE
SHAWNEE, IA 52206
816.345.5555
724-628-6200

MIDWESTERN CONSULTING
300 Plaza Drive, Suite 400, Des Moines, IA 50319
724-628-6200
www.midwesternconsulting.com



PERMANENT MAINTENANCE TABLE - GENERAL AND RESOGET

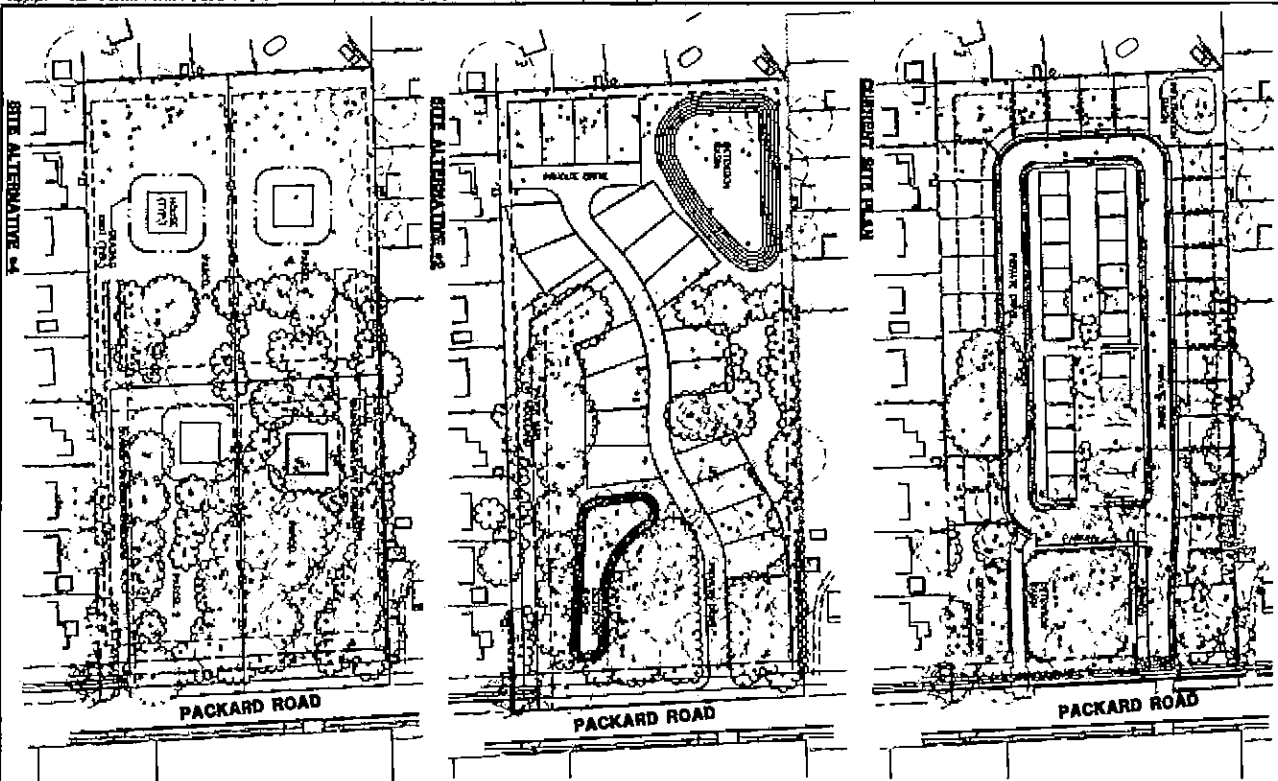
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1	Stormwater Management	1000000000	1000000000	1000000000	1000000000	1000000000
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3	Stormwater Management	1000000000	1000000000	1000000000	1000000000	1000000000
4	Stormwater Management	1000000000	1000000000	1000000000	1000000000	1000000000
5	Stormwater Management	1000000000	1000000000	1000000000	1000000000	1000000000
6	Stormwater Management	1000000000	1000000000	1000000000	1000000000	1000000000
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8	Stormwater Management	1000000000	1000000000	1000000000	1000000000	1000000000
9	Stormwater Management	1000000000	1000000000	1000000000	1000000000	1000000000
10	Stormwater Management	1000000000	1000000000	1000000000	1000000000	1000000000

STORMWATER MANAGEMENT

SYSTEM MAINTENANCE NOTES:

- The Contractor shall implement and maintain the full system control measure in accordance with the Stormwater Management Plan (SWMP) and the Stormwater Management Manual (SWMM) for the project. The Contractor shall be responsible for the maintenance and repair of all stormwater management structures and facilities. Any modifications or additions to the SWMP or SWMM shall be approved by the County Engineer. The Contractor shall be responsible for the maintenance and repair of all stormwater management structures and facilities. Any modifications or additions to the SWMP or SWMM shall be approved by the County Engineer.
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- No structures are allowed in storm water basins or buffer zones with the following exceptions: (1) structures necessary for the operation of the stormwater management system; (2) structures necessary for the operation of the stormwater management system; (3) structures necessary for the operation of the stormwater management system; (4) structures necessary for the operation of the stormwater management system.

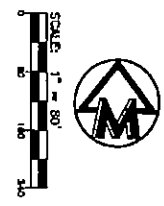
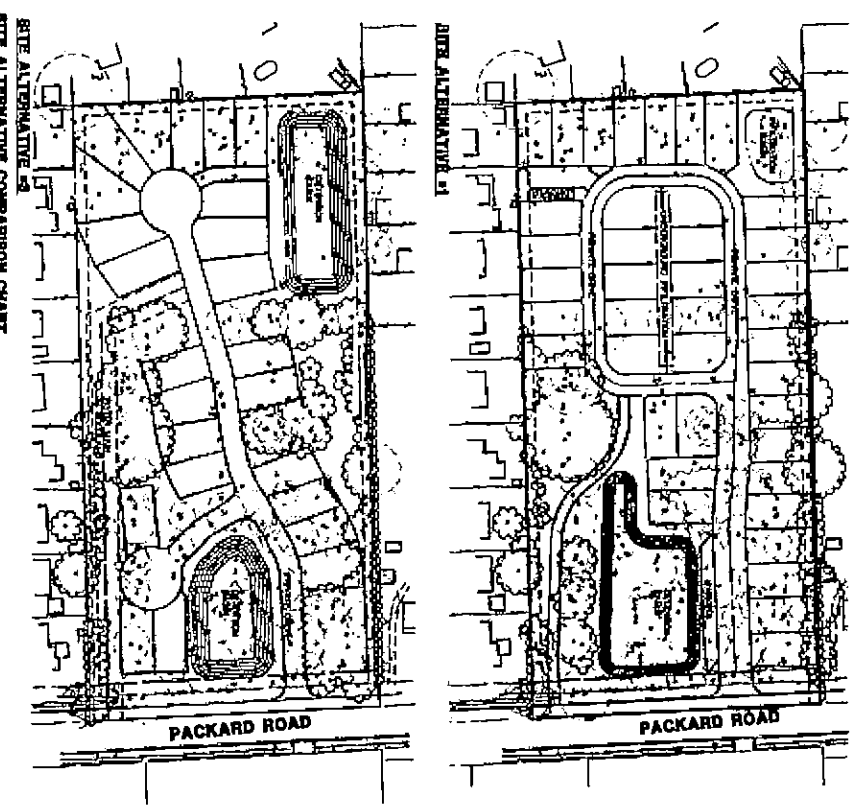
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SITE ALTERNATIVE COMPARISON CHART

Notes and Comments: Analysis has been completed for each alternative. All alternatives are shown for comparison. The chart below provides a summary of the key features and characteristics of each alternative.

Alternative	Street Layout	Building Footprints	Landscaping	Other Features
2A	Grid	Multiple rectangular	Standard	Standard
2B	Winding	Large central, smaller bottom	Standard	Standard
2C	Open grid	Large central, smaller bottom	Standard	Standard



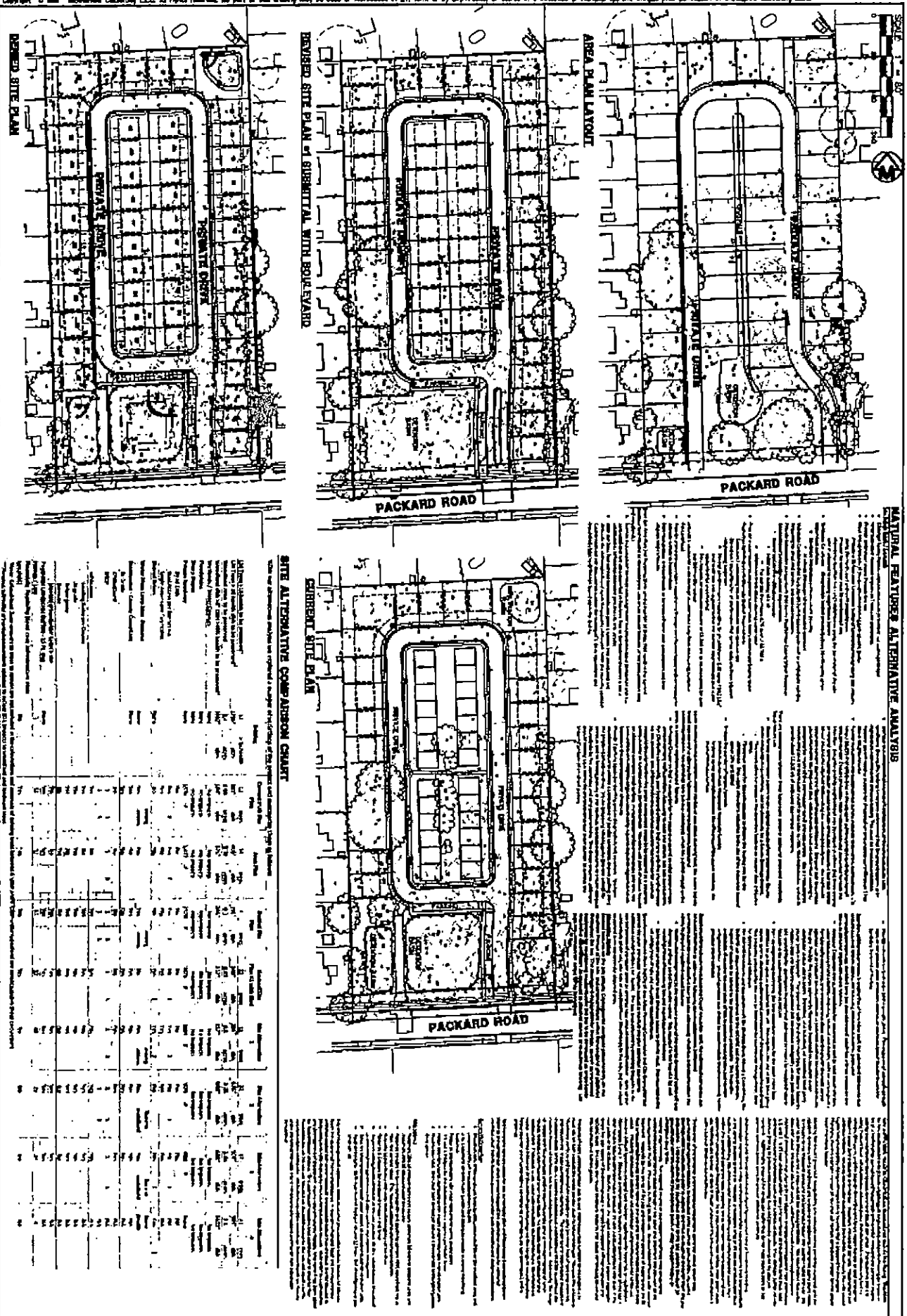
JOB No. 18070
 DATE: 6/26/19
 SHEET NO. OF 27
 PROJECT: 2857 PACKARD ROAD
 26

2857 PACKARD ROAD
 PLANNED UNIT DEVELOPMENT
 ALTERNATIVE ANALYSIS PLAN

CLIENT
 PETER BUILDING COMPANY
 172 S. INDUSTRIAL DRIVE
 DES MOINES, IA 50315
 JIM HANUSZAK
 724-489-4200

MIDWESTERN CONSULTING
 3645 Fair Oaks Ave. Suite 100, Des Moines, IA 50315
 515.281.1111 • www.midwesternconsulting.com
 Land Development • Land Survey • Environmental • Municipal
 Water Conservation • Transportation • Landfill Services

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SITE ALTERNATIVE COMPARISON CHART

THE CHART BELOW COMPARES THE PROPOSED DEVELOPMENT WITH THE EXISTING DEVELOPMENT. THE CHART IS BASED ON THE INFORMATION PROVIDED IN THE SITE PLAN AND THE INFORMATION PROVIDED IN THE EXISTING DEVELOPMENT. THE CHART IS NOT INTENDED TO BE A COMPLETE LIST OF ALL FEATURES AND IS NOT INTENDED TO BE A BASIS FOR ANY DECISIONS.

Item	Proposed Development	Existing Development
1. Total Area	100,000 sq ft	100,000 sq ft
2. Building Footprint	50,000 sq ft	50,000 sq ft
3. Parking	100 spaces	100 spaces
4. Landscaping	10,000 sq ft	10,000 sq ft
5. Utilities	10,000 sq ft	10,000 sq ft
6. Access	10,000 sq ft	10,000 sq ft
7. Security	10,000 sq ft	10,000 sq ft
8. Other	10,000 sq ft	10,000 sq ft

NATURAL FEATURES ALTERNATIVE ANALYSIS

The following table provides a detailed analysis of the natural features of the site and the proposed development. The analysis is based on the information provided in the site plan and the information provided in the existing development. The analysis is not intended to be a complete list of all features and is not intended to be a basis for any decisions.

Item	Proposed Development	Existing Development
1. Topography	10,000 sq ft	10,000 sq ft
2. Vegetation	10,000 sq ft	10,000 sq ft
3. Water	10,000 sq ft	10,000 sq ft
4. Air	10,000 sq ft	10,000 sq ft
5. Noise	10,000 sq ft	10,000 sq ft
6. Other	10,000 sq ft	10,000 sq ft

EXHIBIT C
ADDITIONAL SITE PLAN REQUIREMENTS

- A. Permitted Principal Uses of the Property shall be:
1. Single family residential units
 2. Multiple-family residential building with single family dwelling units. Side by side attached units with fire related assemblies
 3. Additional uses as identified in the R1E zoning district.
- B. Permitted Accessory Uses shall be:
1. Uses as identified in the R1E zoning district.
- C. Setbacks: Minimum setbacks are:
1. Single family residential lots:
 - i. Front: 20 foot minimum
 1. Front lot line located at face of curb on private street
 - ii. Side: 3ft per side minimum, 6 ft total minimum
 - iii. Rear: 20 foot minimum
 2. Attached multiple family units:
 - i. Front: 26 foot minimum from face of curb
 - ii. Side: 14ft minimum from face of curb
 - iii. Building separation:
 1. 23 foot minimum side to side
 2. 40 foot minimum rear to rear – decks/patios permitted within 40 foot setback
- D. Density:
1. 7 dwelling units per acre
 2. Maximum of 51 dwelling units
- E. Lot Size:
1. Minimum lot size of 4,000sf
 2. Minimum lot width: 34 ft
- F. Landscaping, Screening, and Buffers:
1. Site perimeter - 15' landscape buffer along the East, North, and South property lines
 2. A City-approved landmark tree maintenance/management plan and invasive species control plan must be implemented for 5 years after completion of construction. An annual monitoring report detailing activities completed, upcoming activities, condition of resource/status of programs and challenges must be submitted to Planning & Development. This requirement shall be part of the Development Agreement and Master Deed.
 3. Natural Features maintenance and invasive species control: A maintenance and invasive species control plan as specified on Page 28 of the Revised 2857 Packard

Site Plan Development Natural Features Maintenance Plan, for the areas indicated, shall be incorporated into the development and perpetuated as part of the master deed and bylaws through the homeowners association.

G. Architectural Design:

1. Building Height: 30 foot, 2 story maximum
2. Floor area: Maximum of 2,000sf floor area. Basement to be excluded in the floor area calculations.
3. Home type: Four distinct model homes (two 2-story, one 1.5-story, and one 1-story) and the same model shall not be built next to each other. A minimum of five 1-story ranch style houses shall be around the perimeter of the development.
4. Finishing: Dwelling units will have varying exterior colors with no two adjacent facing the street being the same color.
5. Garages: Attached garages shall not project further than 12 feet out from the front of each house or 6 feet from the porch.
6. Basements: Basements are permitted to have up to an 8-foot ceiling however, the basement is prohibited to be finished into habitable space.

**EXHIBIT D
DEVELOPMENT AGREEMENT**

REVISED 2857 PACKARD DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2019, ("Agreement") by and between the City of Ann Arbor, a Michigan municipal corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107, hereinafter called the CITY; and Peters Building Company, a Michigan corporation, with principal address at 172 S. Industrial Drive, P.O. Box 577, Saline, MI 48176, hereinafter called the DEVELOPER, witnesses that:

WHEREAS, the DEVELOPER owns certain land in the City of Ann Arbor, described in paragraph T-4 below (the "Property") and site planned as the Revised 2857 Packard Site Plan (the "Project"), located at 2857 Packard Road, and

WHEREAS, the DEVELOPER has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as the Revised 2857 Packard Site Plan, and desires site plan for City Council approval and development agreement approval thereof, and

WHEREAS, on _____, City Council approved the Revised 2857 Packard Site Plan ("Site Plan") and Agreement pursuant to a Consent Judgment entered by the Washtenaw County Circuit Court in Case No. 18-822-NZ on _____, 2019, and

WHEREAS, the DEVELOPER desires to build or use certain Improvements with and without the necessity of special assessments by the CITY, and

WHEREAS, the CITY desires to ensure that all of the Improvements required by pertinent CITY ordinances and regulations be properly made, and that the DEVELOPER will install these Improvements prior to any permits being issued.

THE DEVELOPER HEREBY AGREES:

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for construction of public water and sanitary sewer mains, public and private storm water management systems, public streets, sidewalks and streetlights ("the Improvements") provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.

(P-2) To construct all Improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the Improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on the latest date of the acceptance of any Improvements by the CITY. If the DEVELOPER fails to construct the Improvements, the CITY may send notice via first class mail to the DEVELOPER at the address listed above requiring it to commence and complete the Improvements in the

notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER, if the DEVELOPER does not complete the work within the time set forth in the notice. Every owner of a portion of the property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that property and may be collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.

(P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the public Improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the approved plans. The engineer's certificate will cover only those items the DEVELOPER'S engineer inspects.

(P-4) To grant easements to the CITY for public utilities and public right-of-way as shown on the approved site plan and construction drawings, subject to City Council approval. DEVELOPER shall submit legal descriptions and survey drawings for the easements prior to the request for and issuance of building permits, and the easements shall be granted to the CITY in a form reasonably acceptable to the CITY Attorney. The easements must be accepted by City Council prior to the request for and issuance of any temporary or final certificate of occupancy, although the easements may be accepted at a later time as determined by the CITY Public Services Area.

(P-5) To provide, prior to the issuance of building permits, a signing plan to the Fire Department and install all street name signs according to CITY specifications and to provide and install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public.

(P-6) To install all water mains, storm sewers, and sanitary sewers, pursuant to CITY approved plans and specifications, necessary to connect the site with existing CITY systems adjacent to the site prior to the issuance of any building permits. The final course of asphalt paving on private streets shall be completed prior to the issuance of any certificate of occupancy on the site.

(P-7) To be included in a future special assessment district, along with other benefiting property, for the construction of additional Improvements to Packard Road, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along Packard Road, frontage when such Improvements are determined by the CITY to be necessary. A provision shall be included in the master deed for the project stating that if the CITY undertakes to establish a special assessment district to improve *Packard Road*, each unit shall be assessed its pro rata share of the cost of Improvements allocable to the Property.

(P-8) To have conveyed to the CITY an easement for the off-site 8" sanitary sewer that fronts the parcel at 2873 Packard Road, or to provide an alternative connection to the City sanitary sewer system as approved by the City Public Services Area. The easements must be accepted by City Council prior to the request for and issuance of any temporary or final certificate of occupancy, although the easements may be accepted at a later time as determined by the CITY Public Services Area.

(P-9) To indemnify, defend and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the DEVELOPER, its employees,

agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the approved site plan.

(P-10) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as additional insured to protect and indemnify the CITY against any claims for damage due to public use of the public improvement(s) in the development prior to final written acceptance of the public improvement(s) by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public improvement(s) and until notice of acceptance by the CITY of the Improvements.

(P-11) Existing woodland, landmark, and/or street trees shown on the site plan as trees to be saved shall be maintained by the DEVELOPER or condominium unit owner in good condition for a minimum of three years after acceptance of the public Improvements by the CITY or granting of Certificate of Occupancy or final approval of the lot or unit. Existing woodland, landmark, street trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after acceptance of the public Improvements or granting of Certificate of Occupancy or final approval of the lot or unit, shall be replaced by the DEVELOPER as provided by Ann Arbor City Code.

(P-12) For the benefit of the residents of the DEVELOPER'S development, to make a park contribution of \$31,875 to the CITY Parks and Recreation Services Unit prior to the issuance of certificates of occupancy for Improvements to Buhr Park or Cobblestone Farms.

(P-13) The planting of mitigation trees in the public ROW, the maintenance, care and replanting are the responsibility of the DEVELOPER. All mitigation trees must be in thriving condition and if any die they must be replaced the following growing season in perpetuity as a continuing obligation of the Site Plan. This shall be included in the master deed for the Property.

(P-14) To contribute \$54,200 to the City's Street Tree Fund in lieu of planting mitigation trees on site prior to the issuance of permits.

(P-15) To complete an archaeological study for the site, as required by CITY ordinance or regulations, which is acceptable to the CITY prior to issuance of a grading permit and to follow the recommendations of the report.

(P-16) To create an association composed of all owners of 2857 Packard Road condominium, hereinafter called the "Association", in which membership shall be required by covenants and restrictions recorded as part of the master deed. The association shall be responsible for and shall execute the appropriate documents insuring perpetual maintenance and ownership of the landscape materials, exterior lighting, seating structures, driveways, on-site storm water management system, mitigation trees, and all other common elements.

(P-17) To construct, repair and/or adequately maintain on-site storm water management system. If the DEVELOPER fails to construct, repair and/or maintain the private storm water management system, the CITY may send notice via first class mail to the DEVELOPER at the address listed above, requiring it to commence and complete the items stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER if the DEVELOPER does not complete the work within the time set forth in the notice.

(P-18) After construction of the private on-site storm water management system, to maintain it until non-developer co-owners elect one or more directors to the Association's board of directors. Thereafter, by provision in the master deed, the Association shall own and maintain the storm water management system. Any proposed changes to the system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the DEVELOPER or Association, as appropriate, fails to maintain any portion of the system, the CITY may send notice via first class mail to the DEVELOPER, or Association, at the address listed above, requiring it to commence and complete the maintenance stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER or Association if the DEVELOPER or Association does not complete the work, as appropriate, within the time set forth in the notice. If the CITY completes the work, and the costs remain unpaid by the Association for 60 days after notice via first class mail, the CITY may bill each condominium unit for the pro rata share of the total cost, or assess the pro rata share of those costs to each condominium unit as a single tax parcel assessment as provided in Chapter 13 of Ann Arbor City Code. Provisions for maintenance and responsibility for the storm water management system, as well as the pro rata share of each condominium unit shall be included by the DEVELOPER in the master deed.

(P-19) After construction of the private on-site storm water management system, to commission an annual inspection of the system by a registered professional engineer evaluating its operation and stating required maintenance or repairs, and to provide a written copy of this evaluation to the CITY Public Services Area upon request.

(P-20) To prepare and submit to the Planning and Development Services Unit one copy of the Master Deed, along with the required review fee, prior to issuance of building permits.

(P-21) To design, construct, repair and maintain this development in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said development will not impact nearby residents or businesses. In addition, DEVELOPER shall review existing noise sources surrounding said development and incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-22) To remove all discarded building materials and rubbish from the development at least once each month during construction of the development Improvements, and within one month after completion or abandonment of construction.

(P-23) Developer shall not begin demolition, removal, or salvage of the existing house on the Property prior to April 1, 2020, or when a grading permit is issued to commence construction of the Project, whichever is later, in order to provide the City (or a third party designated by the City Administrator) with time to explore options to move the house and preserve it at another location. Developer agrees to cooperate with the City, to allow reasonable access and entry to the house as long as the City provides notice of at least three business days, and to negotiate in good faith with the City regarding logistics of moving the house. City acknowledges that moving the existing house will be at its own expense.

(P-24) No unit in 2857 Packard may be divided such that an additional building parcel is created.

(P-25) DEVELOPER is the sole title holder in fee simple of the land described below except for any mortgage, easements and deed restrictions of record and that the person signing

below on behalf of DEVELOPER has legal authority and capacity to enter into this agreement for DEVELOPER.

(P-26) Failure to construct, repair and/or maintain the site pursuant to the approved site plan and/or failure to comply with any of this approved Agreement's terms and conditions shall constitute a material breach of the Agreement and the CITY shall have all remedies in law and/or in equity necessary to ensure that the DEVELOPER complies with the approved site plan and/or the terms and conditions of the approved Agreement. The DEVELOPER shall be responsible for all costs and expenses including reasonable attorney fees incurred by the CITY in enforcing the terms and conditions of the approved site plan and/or Agreement.

(P-27) In addition to any other remedy set forth in this Agreement or in law or equity, if DEVELOPER fails to make a timely or full payments to the CITY as set forth elsewhere in the Agreement to the CITY in the agreed upon manner, any unpaid amount(s) shall become a lien, as provided under Ann Arbor City Code and recorded with the Washtenaw County Register of Deeds, against the land described below and may be placed on the CITY tax roll as a single lot assessment, or if the development is converted to condominium ownership, every owner of a portion of the property shall pay a pro-rata share of the amount of the payments attributable to each condominium unit. If the unpaid amount(s), in whole or in part, has been recorded as a lien on the CITY'S tax roll and with the Washtenaw County Register of Deeds, upon payment of the amount in full along with any penalties and interest, the CITY, upon request, will execute an instrument in recordable form acknowledging full satisfaction of this condition.

(P-28) To pay for the cost of recording this Agreement with the Washtenaw County Register of Deeds, and to pay for the cost of recording all documents granting easements to the CITY.

(P-29) To complete the Natural Features Maintenance Plan as shown on Sheet 28 of the site plan, and include continuing compliance with the Natural Features Maintenance Plan in the Master Deed.

THE CITY HEREBY AGREES:

(C-1) In consideration of the above undertakings, to approve the Revised 2857 Packard Site Plan.

(C-2) To use the park contribution described above for Improvements to Buhr Park or Cobblestone Farms.

(C-3) To provide timely and reasonable CITY inspections as may be required during construction.

(C-4) To record this Agreement with the Washtenaw County Register of Deeds.

(C-5) Other items as needed.

GENERAL TERMS

Both the DEVELOPER and the CITY agree as follows:

(T-1) This Agreement is not intended to create a contractual right for third parties.

(T-2) This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

(T-3) This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior approval of the CITY is received. Such approval shall not be withheld unreasonably.

(T-4) The obligations and conditions on the DEVELOPER, as set forth above in this Agreement and in the approved site plan, shall be binding on any successors and assigns in ownership of the following described parcel:

City of Ann Arbor, Washtenaw County, Michigan

Commencing at the South 1/4 post of Section 3, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence North 89°47'30" East, 594 feet in the South line of said Section for a Place of Beginning; thence North 00°51'30" East, 853.56 feet; thence North 89°56'30" East, 407.13 feet; thence South 00°56' West to the South line of the Section; thence West along said South Section line to Place of Beginning.

Being more particularly described as the following:

Commencing at the S 1/4 corner of Section 3, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N89°47'30"E 593.60 feet (recorded 594 feet) along the South line of said Section 3 to the Point of Beginning; thence N00°51'30"E 853.56 feet along the East line of Lots 1-9 of "Green Lea" Subdivision as recorded in Liber 11 of Plats, Page 42, Washtenaw County Records; thence N89°56'30"E 407.13 feet along the South line of Lots 11-14 of said "Green Lea" Subdivision; thence S00°56'00"W 324.52 feet along the West line of Lots 29-33 of "Kensington Farms" Subdivision, as recorded in Liber 12 of Plats, Pages 49 and 50, Washtenaw County Records; thence continuing S00°56'00"W 528.00 feet; thence S89°47'30"W 406.03 feet (recorded West) along said South line of Section 3 to the Point of Beginning. Being a part of the SE 1/4 of Section 3, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, and containing 7.96 acres, more or less.

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(T-5) In addition to any other remedy in law or in equity failure to comply with all of the above paragraphs on the part of the DEVELOPER, or any part of the approved site plan, in part or in whole, shall give the CITY adequate basis and cause to issue a stop work order for any previously-issued building permits and shall be an adequate basis and cause for the CITY to deny the issuance of any building permits, certificates of occupancy, or any other permits unless and until the CITY has notified the DEVELOPER in writing that the DEVELOPER has satisfactorily corrected the item(s) the DEVELOPER has failed to perform.

