

AGENDA

CANFIELD CITY COUNCIL

April 6, 2022-5:30 P.M.

FRANCIS J. McLAUGHLIN MUNICIPAL BUILDING

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call: Quorum is Present - Meeting is in Session.
4. Proclamations & Presentations.
5. Approval of Minutes.
6. Reading of Communications.
7. Reports of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.
8. Public questions from residents (or representative) related to the above referenced reports. Questions may be limited to three (3) minutes.
9. Recognition of Persons Desiring to Appear Before Council.

10. OLD BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

11. NEW BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

- A. An **Ordinance** Requesting Participation in Purchase Contracts of the State for Sodium Chloride (Road Salt) and Declaring an Emergency.

Description:

As part of the City of Canfield's participation in Ohio Department of Transportation (ODOT) Winter Salt Contract for 2022-2023 we are required to pass legislation expressing our desire to participate in the program. The contract document binds us to purchase at least 90% of our requested number of tons for the contract year at the price that is awarded through the ODOT contract.

This ordinance requests participation in the state of Ohio purchase of road salt for the contract year 2022-2023. This is being passed as an emergency due to the requirement to submit our commitment of salt purchase by April 30, 2022.

Action Needed:

Approval of Ordinance requesting participation the ODOT purchase contracts for the 2022-2023 contract Year.

Attachment(s):

Ordinance requesting participation in ODOT purchase contract for Road Salt.

Public Comments

- B. An **Ordinance** Authorizing Change Order Number 1 (Final) for Utility Contracting, Inc.

Description:

Utility Contracting Inc. was awarded the Millennial Moments Sanitary Sewer extension project in August of 2020 for a total contract amount of \$244,732.00. The work commenced and was substantially completed in the late fall of 2020. There were some final outstanding restoration activities (seeding/mulching) that could not be addressed until spring/summer of 2021. The City of Canfield received the final change order on January 24, 2022.

This ordinance authorizes Change Order #1 (Final) for Utility Contracting, Inc. in the amount of a contract deduction of \$2,900. This change order results in a final contract amount to be paid to Utility Contracting of \$241,832.00.

Action Needed:

Approval of Change Order #1 (Final) for Utility Contracting, Inc.

Attachment(s):

Ordinance authorizing Change Order #1 (Final) for Utility Contracting, Inc.

Utility Contracting Change Order #1 (Final)

Public Comments

- C. A **Motion** to Authorize the City Manager to Enter Into An Agreement with Tyler Technologies, Inc. for Software As A Service (SaaS).

Description:

The City of Canfield has been exploring a new software solution for our financial management suite over the last three (3) years. Staff has determined Tyler Technologies software as a service (SaaS) solution known as "Incode" best meets the needs of the City of Canfield and has the most capabilities to improve the effectiveness of finance functions within the internal operations of the City.

This motion authorizes the City Manager to enter into an agreement with Tyler Technologies, Inc. for Software as a Solution (SaaS) "Incode" product.

Action Needed:

Approval of motion to authorize the City Manager to enter into an agreement with Tyler Technologies, Inc. for Software as a Solution (SaaS) "Incode" product.

Attachment(s):

Motion to authorize the City Manager to enter into an agreement with Tyler Technologies, Inc. for Software as a Solution (SaaS)

Tyler Technologies SaaS Agreement

Public Comments

12. Council Comments.
13. Adjournment

Introduced By: _____
First Reading: _____

ORDINANCE

AN ORDINANCE REQUESTING PARTICIPATION
IN PURCHASE CONTRACTS OF THE STATE FOR
SODIUM CHLORIDE (Road Salt) AND DECLARING
AN EMERGENCY

WHEREAS, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Municipal Corporations to participate in contracts of the Ohio Department of Transportation (ODOT) for the purchase of machinery, material, supplies, or other articles; and

WHEREAS, Canfield City Council desires to participate in said purchasing program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
CANFIELD, OHIO:

Section 1: The City of Canfield requests authorization from ODOT to participate in the purchase contract for sodium chloride for 2022-2023.

Section 2: Upon authorization to participate in said purchasing program, the City of Canfield authorizes the City Manager to represent the City and execute all documents related to said Contract.

Section 3: The City of Canfield also agrees to the terms and conditions of the Contract authorized by the City Manager.

Section 4: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health and safety of the inhabitants of the City of Canfield, Ohio. Said emergency exists by reason of the fact that the application deadline for State Purchasing is April 29, 2022.

Section 5: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2022.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit:

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced By: _____

First Reading: _____

ORDINANCE

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER 1(FINAL) FOR UTILITY CONTRACTING, INC.

WHEREAS, the Council of the City of Canfield authorized the Manager to enter into an agreement with Utility Contracting, Inc. on August 19, 2020 for the installation of an 18” Sanitary Sewer Line to Millennial Moments, in the amount of \$244,732.00.

WHEREAS, Council desires to authorize Change Order #1 (final), resulting in a net contract decrease of Two Thousand, Nine-Hundred dollars (\$2,900.00) and

WHEREAS, Council desires to authorize Change Order #1(final), resulting in a net contract decrease of Two-Thousand Nine-Hundred for the instillation of the 18” sanitary sewer line to Millennial Moments.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD,
OHIO:**

Section 1: Change Order 1 (final) is hereby authorized in an amount of a decrease of Two-Thousand Nine-Hundred dollars (\$2,900.00) pursuant to the Change Order work sheets attached.

Section 2: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2022

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit:

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

CITY OF CANFIELD

MILLENNIAL MOMENTS INTERCEPTOR SEWER EXTENSION PROJECT

CHANGE ORDER NO. ONE (1) FINAL

DATE: January 24, 2022

Contr. Utility Contracting, Inc.
Address: P.O. Box 2367
Youngstown, Ohio 44509

ITEM NO.	DESCRIPTION	ORIG. QTY.	REVISED QTY.	OVER/ (UNDER)	UNIT COST	TOTAL COST
832	TEMPORARY SEEDING AND MULCHING	500	0	(500)	\$1.00	(\$500.00)
832	TEMPORARY SILT FENCE AS DIRECTED	500	0	(500)	\$4.00	(\$2,000.00)
832	TEMPORARY SEEDING AND MULCHING	200	0	(200)	\$1.00	(\$200.00)
832	TEMPORARY SILT FENCE AS DIRECTED	50	0	(50)	\$4.00	(\$200.00)
JUSTIFICATION:					TOTAL AMOUNT	(\$2,900.00)
FINAL QUANTITY ADJUSTMENT.						

WAIVER: ORDER, CONTRACTOR AGREES TO WAIVE ALL RIGHTS TO ANY CLAIMS ARISING OUT OF THIS CHANGE.

Submitted By:  UTILITY CONTRACTING, INC.	CONTRACT AMOUNT	\$244,732.00
	PREVIOUS CHANGE AMOUNT	\$0.00
	THIS CHANGE	(\$2,900.00)
	REVISED CONTRACT AMOUNT	\$241,832.00

APPROVED BY:  DATE: 01-25-2022

CITY OF CANFIELD
DATE:

Prepared and
Recommended By:

 DATE: 3/3/22

ms consultants, inc.

WADE CALHOUN, CITY MANAGER

CHRISTINE CLAYTON, FINANCE DIRECTOR

Introduced by: _____

Motion No. _____

A MOTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE AS A SERVICE
(SaaS)

WHEREAS, the City of Canfield has determined the city will benefit from purchasing software as a service (SaaS) from Tyler Technologies, Inc.; and

WHEREAS, the City of Canfield has determined the city will require annual software maintenance and support services from Tyler Technologies, Inc.; and

WHEREAS, Tyler Technologies, Inc. has agreed to provide such services.

NOW, THEREFORE, BE IT MOVED BY THE COUNCIL OF THE CITY OF CANFIELD:

Section 1: That the City Manager is hereby authorized and directed to enter into the agreement with Tyler Technologies, Inc. attached hereto:

Section 2: That this Motion and all deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D. 2022.

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Motion was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY



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 Canfield, Ohio.
- **“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.
- **“Defined Named Users”** means the maximum number of named users that are authorized to use the EnerGov labeled modules identified in the Investment Summary, if any.
- **“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 by which both your and our authorized representatives have signed 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.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.

- **“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 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 Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached indicated at Exhibit D.
- **“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.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 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.

- 1.5 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.
 - 1.6 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.
 - 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply 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.
 - 1.8 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. 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).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

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 thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment 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. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 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).

- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 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 upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

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 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.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

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: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d)

Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) 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.
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.

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.
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
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
Exhibit E	Web Services – Hosted Application Terms
Exhibit F	Statement of Work

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.

City of Canfield, Ohio

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

City of Canfield
104 Lisbon Street
Canfield, OH 44406
Attention: _____



Exhibit A

Investment Summary

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

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Quoted By:
Quote Expiration:
Quote Name:

Chris Rogers
6/30/22
On Premise 2022

Sales Quotation For:

City Of Canfield
104 Lisbon St
Canfield OH 44406-1464

Tyler Software

Description	License	Discount	License Total	Annual Maintenance
Incode				
Incode 10 Financial Management Suite				
Core Financials	\$ 12,995	\$ 6,498	\$ 6,497	\$ 3,249
Fixed Assets	\$ 1,375	\$ 688	\$ 687	\$ 344
Human Resources Management (Includes Position Budgeting)	\$ 10,995	\$ 5,498	\$ 5,497	\$ 2,749
Purchasing	\$ 4,301	\$ 2,151	\$ 2,150	\$ 1,075
Accounts Receivable	\$ 2,475	\$ 1,238	\$ 1,237	\$ 619
Incode 10 Customer Relationship Management Suite				
Utility Billing Water/Gas	\$ 15,995	\$ 7,998	\$ 7,997	\$ 3,999
Cashiering	\$ 5,700	\$ 2,850	\$ 2,850	\$ 1,425
Service Orders Mobile	\$ 1,500	\$ 750	\$ 750	\$ 375
Incode Community Development Suite				
Code Enforcement	\$ 4,000	\$ 2,000	\$ 2,000	\$ 1,000
Permitting	\$ 4,000	\$ 2,000	\$ 2,000	\$ 1,000
Tyler Content Management				
Enterprise	\$ 15,000	\$ 7,500	\$ 7,500	\$ 3,750

Sub-Total:

\$ 19,585

Maintenance Discount:

\$ 3,918

TOTAL:	\$ 78,336	\$ 39,171	\$ 39,165	\$ 15,667
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Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Incode			
Incode 10 Financial Management Suite			
Employee Access Pro	\$ 0		\$ 0
Employee Access Pro Time & Attendance	\$ 1,243	\$ 622	\$ 621
Incode 10 Customer Relationship Management Suite			
Utility Access	\$ 1,680	\$ 840	\$ 840

TOTAL:	\$ 2,923	\$ 1,462	\$ 1,461
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Tyler Annual Services

Description	List Price	Discount	Annual
Incode			
Other Services			
Tyler University	\$ 1,567	\$ 486	\$ 1,081
Basic Network Services	\$ 1,097	\$ 340	\$ 757

TOTAL:	\$ 2,664	\$ 826	\$ 1,838
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Tyler Fees per Transaction

Description	Net Unit Price
Incode	
Incode 10 Customer Relationship Management Suite	
Miscellaneous Payments	\$ 1.25
Interactive Voice Response	\$ 1.25
Tyler Notify	
Notifications for Utilities	\$ 0.10

Tyler Payments

ERP Pro Payments	\$ 0.00
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Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Incode				
Tyler Payments				
Lane 3000 Annual Terminal Lease	1	\$ 0	\$ 0	\$ 216
PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
TOTAL:			\$ 0	\$ 396

Services

Description	Hours/Units	Extended Price	Maintenance
Incode 10 Financial Management Suite			
Professional Services	308	\$ 32,340	\$ 0
Accounts Payable OT Data Conversion	1	\$ 1,000	\$ 0
General Ledger Data Conversion	1	\$ 1,000	\$ 0
Human Resources Management	1	\$ 2,000	\$ 0
Financials Project Management	1	\$ 1,400	\$ 0
Incode 10 Customer Relationship Management Suite			
Professional Services	212	\$ 22,260	\$ 0
Project Management	1	\$ 1,600	\$ 0
Utilities Data Conversion	1	\$ 6,000	\$ 0
Incode Community Development Suite			
Professional Services	64	\$ 6,720	\$ 0
Project Management	1	\$ 1,400	\$ 0
Tyler Content Management			
Professional Services	80	\$ 8,400	\$ 0
Tyler Content Manager EE-History Data Analysis	1	\$ 5,000	\$ 0

Tyler Content Manager EE -Conversion	24	\$ 2,520	\$ 0
TOTAL:		\$ 91,640	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 39,165	\$ 15,667
Total SaaS		\$ 1,461
Total Third Party Hardware, Software, Services		\$ 396
Total Tyler Services	\$ 91,640	\$ 1,838
Summary Total	\$ 130,805	\$ 19,362

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
Incode			
Incode 10 Financial Management Suite			
Accounts Payable OT Data Analysis	4	\$ 420	\$ 0
General Ledger Data Analysis	8	\$ 840	\$ 0
Human Resources Management	4	\$ 420	\$ 0
Accounts Receivable	12	\$ 1,260	\$ 0
Core Financials	116	\$ 12,180	\$ 0
Employee Access Pro Time & Attendance	28	\$ 2,940	\$ 0
Fixed Assets	12	\$ 1,260	\$ 0
Human Resources Management	92	\$ 9,660	\$ 0
Purchasing	16	\$ 1,680	\$ 0
Employee Self Service - Employee Portal	16	\$ 1,680	\$ 0

Sub-Total	308	\$ 32,340	\$ 0
Incode 10 Customer Relationship Management Suite			
Cashiering	32	\$ 3,360	\$ 0
Utilities Data Analysis	12	\$ 1,260	\$ 0
Utility Billing Water/Gas	164	\$ 17,220	\$ 0
Service Orders Mobile	4	\$ 420	\$ 0
Sub-Total	212	\$ 22,260	\$ 0
Incode Community Development Suite			
Code Enforcement	24	\$ 2,520	\$ 0
Permitting	40	\$ 4,200	\$ 0
Sub-Total	64	\$ 6,720	\$ 0
Tyler Content Management			
Enterprise	80	\$ 8,400	\$ 0
Sub-Total	80	\$ 8,400	\$ 0
TOTAL:	664	\$ 69,720	\$ 0

Optional Tyler Software

Description	License	Discount	License Total	Annual Maintenance
Incode				
ExecuTime				
Time & Attendance	\$ 5,250	\$ 1,628	\$ 3,622	\$ 1,050
Advanced Scheduling	\$ 8,500	\$ 2,635	\$ 5,865	\$ 1,700
TOTAL:	\$ 13,750	\$ 4,263	\$ 9,487	\$ 2,750

Optional Tyler Annual Software – SaaS

Description	Annual
Incode	

Incode Community Development Suite	
Permitting Access	\$ 1,200
Code Enforcement Access	\$ 1,200
MyCivic	
My Civic & Service Requests Pro	\$ 6,000
TOTAL:	\$ 8,400

Optional Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Incode				
ExecuTime				
Touchscreen 10: Biometric and Barcode Reader	1	\$ 2,710	\$ 2,710	\$ 271
TOTAL:			\$ 2,710	\$ 271

Optional Services

Description	Hours/Units	Extended Price	Maintenance
MyCivic			
Professional Services	32	\$ 3,360	\$ 0
Project Management	1	\$ 250	\$ 0
Executime			
Professional Services	98	\$ 10,290	\$ 0
Service total - TOTAL:		\$ 13,900	\$ 0

Comments

Accounts Payable conversion includes Vendor Master records, current fiscal year transactions, and unlimited history.

General Ledger conversion includes Chart of Accounts, current fiscal year transactions, and unlimited history.

Personnel Management conversion includes employee master, deductions/taxes, retirement, current leave totals, current direct deposit, current calendar year transactions, and unlimited history.

EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: <https://www.tylertech.com/terms/executime-clock-terms>.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures. Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment. Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.

Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.

Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o 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, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o 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 shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

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.#: _____

Tyler Payments Fee Schedule	
Payer Electronic Payment Costs If passing transaction costs to the payer	
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: <ul style="list-style-type: none"> Utility Access Bundle: Online and In Person 	3.75% \$2.50 minimum
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: <ul style="list-style-type: none"> EasyPay: Online Accounts Receivable: In Person 	3.75% \$2.50 minimum
Client Electronic Payment Costs If absorbing the transaction costs	
<u>Client eCheck Cost</u> – per electronic check transaction Applies to: <ul style="list-style-type: none"> Utility Access Bundle: Online 	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00
<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$419 (one-time fee per device) Lane 5000 : \$529 (one-time fee per device) Plus \$15 per month, per device PCI fee (billed annually)

* Utility Billing Online per transaction fee is bundled into Tyler Payments rate. In the event Client elects a different processor, Client will be subject to the then-current UBO per transaction fee.



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 provide you with access to the applicable Tyler Software (the "Software Access Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Software Access Date.

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

1.3 *SaaS & Subscription Fees:* SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.

2. Other Tyler Software and 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 as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
- 2.6 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
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.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule

A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. 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 as 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 available by contacting AR@tylertech.com.



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 State 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 (subject to any applicable release life cycle policy); 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 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 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 any applicable 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 for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

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, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) 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.
- (4) Tyler University – online training courses on Tyler products.

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). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set 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 response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 incident. Once the incident has been confirmed, 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.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 incident. Once the incident has been confirmed, 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 incident. Once the incident has been confirmed, 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, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system 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
Third Party Terms

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Exhibit D Schedule 1 Hyperlinked Terms

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

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- Electronic Warrants
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court



Exhibit D
Schedule 2
DocOrigin End User License Agreement

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DocOrigin

SOFTWARE LICENSE

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1. LICENSE TERMS

- 1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
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- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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5. DISCLAIMER OF WARRANTIES.

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

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit E

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.
 - 1.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.
 - 1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license

over the Internet using a credit card.

- 1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
- 1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
- 1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
- 1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment

information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services may require a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit F
Statement of Work

City of Canfield, OH

SOW from Tyler Technologies, Inc.

3/7/2022

Presented to:
Wade Calhoun
104 Lisbon Street
Canfield, Ohio 44406

Contact:
Chris Rogers
Email: Chris.Rogers@TylerTech.com
5519 53rd Street, Lubbock, TX 79414

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City of Canfield (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

This is accomplished by the City of Canfield and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

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 of Canfield’s complexity and organizational needs.



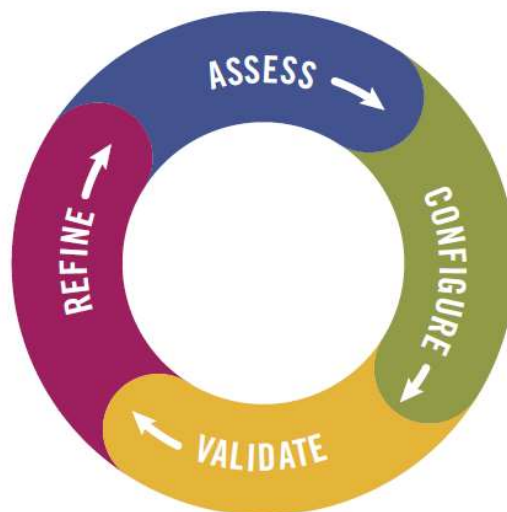
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City of Canfield and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City of Canfield and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City of Canfield's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



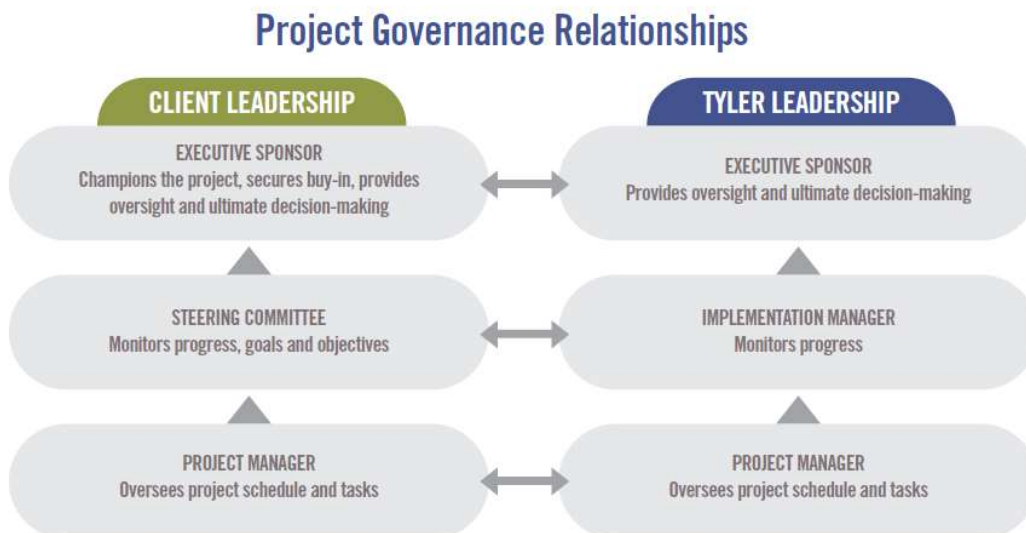
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet 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 defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

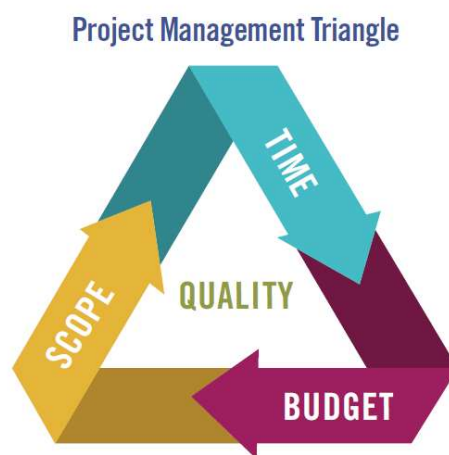
The chart below illustrates an overall team perspective where Tyler and the City of Canfield collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Canfield Steering Committee become the escalation points to triage responses prior to escalation to the City of Canfield 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 of Canfield and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

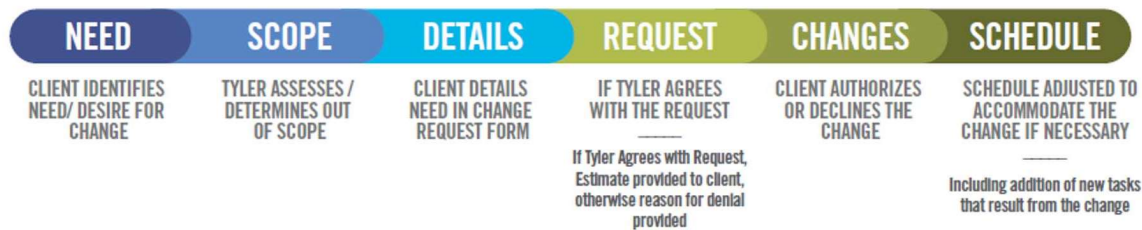
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City of Canfield; for example, the City of Canfield may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City of Canfield, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City of Canfield will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City of Canfield). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City of Canfield office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City of Canfield will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City of Canfield feedback and approval on Project deliverables will be critical to the success of the Project. The City of Canfield project manager will strive to gain deliverable and decision approvals from all authorized City of Canfield representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City of Canfield department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

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

- The City of Canfield shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City of Canfield 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.
- If the City of Canfield does not agree the Deliverable or Control Point meets requirements, the City of Canfield shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Canfield shall then have two (2) 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 of Canfield does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City of Canfield and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City of Canfield, but are roles defined within the Project. It is common for individual resources on both the Tyler and City of Canfield project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

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 to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of Canfield '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.
- Acts as the counterpart to the City of Canfield 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City of Canfield management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- 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 Tyler 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. As requested by the City of Canfield, the Tyler Project Manager provides regular updates to the City of Canfield Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 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 the City of Canfield project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the City of Canfield project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City of Canfield and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City of Canfield any items that may impact the outcomes of the Project.
- Collaborates with the City of Canfield'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.
- Collaborates with the City of Canfield's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City of Canfield and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on 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).
- Documents activities for services performed by Tyler.
- Guides the City of Canfield through software validation process following configuration.
- Assists during Go-Live process and provides support until the City of Canfield transitions to Client Services.
- Facilitates training sessions and discussions with the City of Canfield and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.1.7 Tyler Basic Network Support

- Manages incoming City of Canfield issues via phone, email, online customer incident portal, and from Client Services.
- Provides system support including remote support of City of Canfield systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications.
- Tracks issues to timely and effective resolution.
- Determines root cause and provides solutions or direction/escalation to Tyler Development.
- Consults on pre-sales regarding system requirements.

1.1.1.1 Tyler Disaster Recovery Support

- Conducts and monitors nightly backups of the City of Canfield databases at hosting facility and transfers nightly backups to Tyler's data center.
- Provides services to host application in the event of a disaster.

5.2 City of Canfield Roles & Responsibilities

City of Canfield 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 of Canfield Executive Sponsor

The City of Canfield executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its 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, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City of Canfield steering committee, project manager(s), and functional leads to make critical business decisions for the City of Canfield.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City of Canfield Steering Committee

The City of Canfield steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of Canfield project manager and Project through participation in regular internal meetings. The City of Canfield steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of Canfield steering committee also serves as primary level of issue resolution for the Project.



- 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.
- Ensures the project is staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City of Canfield Policies
 - Needs of other client projects

5.2.3 City of Canfield Project Manager

The City of Canfield 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. The City of Canfield Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of Canfield project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City of Canfield project manager(s) are responsible for reporting to the City of Canfield steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City of Canfield project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that 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 schedule as a whole and is also in balance with scope and budget.



- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City of Canfield and Tyler and takes all necessary steps to proactively mitigate these items or communicate 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 the City of Canfield staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City of Canfield 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.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of Canfield technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City of Canfield 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.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City of Canfield project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development



- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of City of Canfield resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 City of Canfield Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City of Canfield business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City of Canfield staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City of Canfield 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 schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City of Canfield Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City of Canfield third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.



- Extracts and transmits conversion data and control reports from the City of Canfield's legacy system per the conversion schedule set forth in the project schedule.
- Client-hosted:
 - Involved in infrastructure planning/review
 - Purchases and sets up client-hosted servers

5.2.7.1 City of Canfield Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of Canfield'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 of Canfield and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City of Canfield Change Management Lead

- Validates that 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.



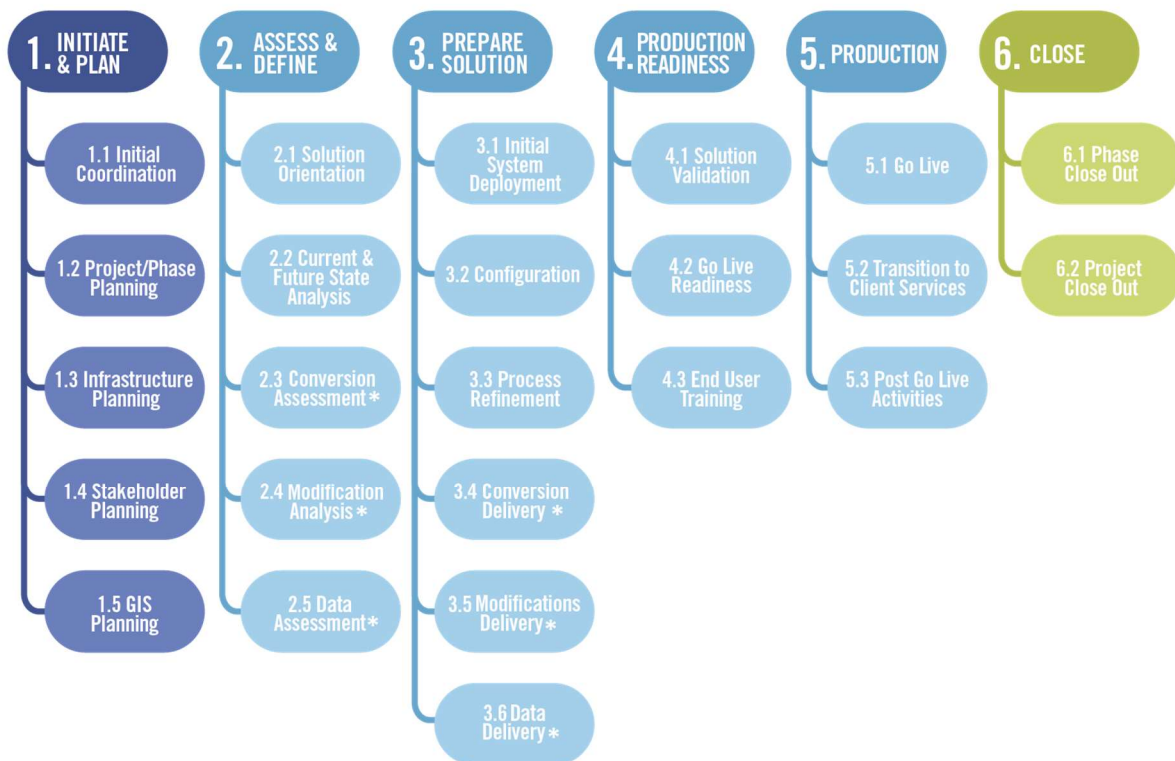
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase 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 Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists 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 has been accepted by the City of Canfield.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City of Canfield with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City of Canfield gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project 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 of Canfield's team. During this step, Tyler will work with the City of Canfield to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City of Canfield project team.

STAGE 1	Initial Coordination																
	Tyler								City of Canfield								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City of Canfieldproject team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City of Canfield		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City of Canfield provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City of Canfield has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important on-premise deployment models. In an On-premise deployment, the City of Canfield will be responsible for the setup of the infrastructure. Tyler will install Licensed Software on application server(s) or train the City of Canfield to install License Software. The City of Canfield is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City of Canfield's infrastructure meets Tyler's application requirements.
- Ensure the City of Canfield's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	City of Canfield



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

Work package assumptions:

- The City of Canfield will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of Canfield Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City of Canfield team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting	
	Tyler	City of Canfield



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City of Canfield
- Stakeholder meeting complete



6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of Canfield business processes. This information will be used to identify and define business processes utilized with Tyler software. The City of Canfield collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of Canfield team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City of Canfield team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City of Canfield for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City of Canfield								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			A	R							I	I		I	I		I
											A	R		C			C
			A	R							I	I		I	I		I
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City of Canfield and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The



options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City of Canfield will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City of Canfield's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							City of Canfield									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City of Canfield current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:



- City of Canfield attendees possess sufficient knowledge and authority to make future state decisions.
- The City of Canfield is responsible for any documentation of current state business processes.
- The City of Canfield can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City of Canfield								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City of Canfield Source data
	City of Canfield Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City of Canfield Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:



- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City of Canfield representatives to identify business rules before writing the conversion.
- City of Canfield subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City of Canfield against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- The City of Canfield's hardware is available and set up appropriately to meet Tyler's requirements.
- All licensed software is installed and operational.
- The City of Canfield can access the software.

STAGE 3	Initial System Deployment (On-Premise)	
	Tyler	City of Canfield



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Review Purchased Hardware			A				R				I						C
Setup/Prepare Hardware for Deployment for Included Environments			I				C				A						R
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City of Canfield Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Inputs	Hardware is Procured and Made Available to Tyler
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City of Canfield devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City of Canfield will provide network access for Tyler modules, printers, and Internet access to all applicable City of Canfield and Tyler Project staff.

On-Premise:

- The City of Canfield has procured sufficient hardware by the agreed upon timeline.



- The procured hardware and software meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the use of Licensed Software if the City of Canfield does not meet minimum standards of Tyler's published specifications.
- The City of Canfield has in place and keeps up to date all hardware, software, and technical infrastructure necessary to support the solution.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City of Canfield to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City of Canfield collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City of Canfield Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							City of Canfield									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City of Canfield configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
------------------------	--	---



	Configured System	N/A
--	-------------------	-----

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City of Canfield is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City of Canfield users on how to execute processes in the system to prepare them for the validation of the software. The City of Canfield collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City of Canfield understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City of Canfield								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City of Canfield Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City of Canfield-specific process			I	C							A	R		C			



documentation (if applicable)																		
Updates to Solution Validation testing plan			C	C							A	R		C				C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City of Canfield-specific process documentation (completed by City of Canfield)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City of Canfield’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City of Canfield will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of Canfield to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							City of Canfield									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City of Canfield will provide a single file layout per source system as identified in the investment summary.
- The City of Canfield subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.



- The City of Canfield project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City of Canfield team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City of Canfield to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City of Canfield verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City of Canfield organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	City of Canfield



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City of Canfield updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City of Canfield will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City of Canfield has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City of Canfield will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness
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	Tyler								City of Canfield								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City of Canfield

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City of Canfield specific business process documentation. City of Canfield-led training labs using City of Canfield specific business process documentation if created by the City of Canfield can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.



- The City of Canfield is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City of Canfield								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City of Canfield-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City of Canfield signoff that training was delivered

Work package assumptions:

- The City of Canfield project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City of Canfield as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of Canfield departments.
- The City of Canfield will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

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

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.



Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City of Canfield will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live.

Following go-live, Tyler will work with the City of Canfield to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City of Canfield and Tyler will complete work assigned to prepare for Go-Live.

The City of Canfield provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City of Canfield manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City of Canfield during Go-Live activities. The City of Canfield transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City of Canfield data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City of Canfield								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R



Final source data pushed into production environment, if applicable			A	C	R							I	C		C			C
Proof final converted data, if applicable			C	C	C							A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C						A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I				C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City of Canfield confirms data is available in production environment

Work package assumptions:

- The City of Canfield will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City of Canfield business processes required for Go-Live are fully documented and tested.
- The City of Canfield Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of Canfield Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City of Canfield teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City of Canfield onto the Tyler Client Services team, who provides the City of Canfield with assistance following Go-Live, officially transitioning the City of Canfield to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City of Canfield teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	City of Canfield



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Transfer City of Canfield to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	City of Canfield



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of Canfield transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City of Canfield for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City of Canfield teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City of Canfield								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City of Canfield
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City of Canfield may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City of Canfield teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City of Canfield								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City of Canfield and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City of Canfield acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City of Canfield will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City of Canfield Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City of Canfield project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City of Canfield is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City of Canfield to make process changes.
- The City of Canfield is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City of Canfield is responsible for managing Organizational Change. Impacted City of Canfield resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of



change is ensuring that impacted City of Canfield resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City of Canfield resources will participate in scheduled activities as assigned in the Project Schedule.
- The City of Canfield team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City of Canfield will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City of Canfield will ensure assigned resources will follow the change control process and 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, change control process buy-in, and knowledge.
- The City of Canfield makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City of Canfield will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City of Canfield will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City of Canfield is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City of Canfield representatives to identify business rules before writing the conversion. The City of Canfield must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Canfield will provide the legacy system data extract in the same format for each iteration 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.
- The City of Canfield Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City of Canfield is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

- The City of Canfield will provide dedicated space for Tyler staff to work with City of Canfield resources for both on-site and remote sessions. If Phases overlap, City of Canfield will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City of Canfield will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
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 documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
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.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Content Manager Conversion Summary

9.1.1 Content Manager – Standard

- Up to records
- Up to document type(s)
- All visible fields configured for Tyler Content Manager Enterprise installations or the standard fields that exist for Tyler Content Manager Core installations
- Images and Attachments as described below
- Lookups are imported with the assistance of the consultant
- Conversion from Single System
 - Images from
 - Data from

9.2 ERP Pro Utility Billing Conversion Summary

9.2.1 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by the City of Canfield can be converted by Tyler into historical views

9.3 ERP Pro Financials Conversion Summary

9.3.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.3.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

9.3.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**



- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.



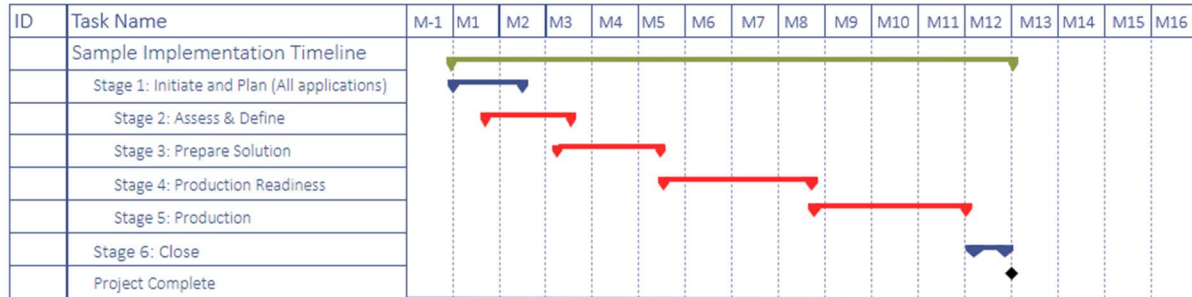
10. Additional Appendices

10.1 Intentionally left blank.



11. Project Timeline

11.1 ERP Pro Financial Management Timeline

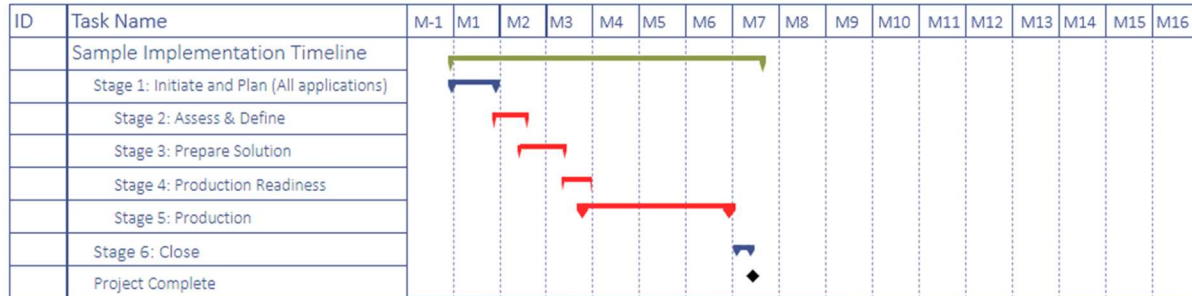


example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



11.2 Tyler Content Manager Enterprise Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



MINUTES
CANFIELD CITY COUNCIL
PUBLIC HEARING
MARCH 16, 2022-5:10 PM

The meeting was called to order by Anthony Nacarato, Acting President. The Clerk called the roll to which a quorum responded as follows: Mr. Dragish, Mr. Nacarato, and Mr. Neff

Absent: Mr. Morvay and Mr. Tieche.

This is a public hearing regarding:

An Ordinance Amending Ordinance 1973-44 Rezoning Lot 934 at 425 W. Main Street from "S" Special to "B-2" General Commercial.

This meeting was advertised in the Vindicator on February 19, 2022. The appropriate certified mail was sent to residents.

MR. CALHOUN: Currently Lot No934 in the City of Canfield located at 425 W. Main Street is zoned "S" Special. This property has been listed for sale, and has received interest as a commercial property. In order to facilitate the future use of this property as a commercial use staff is recommending the City of Canfield rezone the property to "B-2" General Commercial. This has been approved by the Planning & Zoning Commission.

MR. NACARATO: Council questions? Hearing none. Residents, any question? Hearing none.

This meeting is adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

MINUTES
CANFIELD CITY COUNCIL
PUBLIC HEARING
MARCH 16, 2022-5:20 PM

The meeting was called to order by Anthony Nacarato, Acting President. The Clerk called the roll to which a quorum responded as follows: Mr. Dragish, Mr. Nacarato, and Mr. Neff

Absent: Mr. Morvay and Mr. Tieche

This is a public hearing regarding:

An Ordinance Amending Section 1141.14 B-2 General Commercial District to Include Daycare Facilities as a permitted use.

This meeting was advertised in the Vindicator on February 19, 2022.

MR. CALHOUN: This public hearing which we'll see later on this evening on the agenda as Council Member Nacarato mentioned is Item B under Old Business. What we're doing with the amendment is adding daycare facilities as a permitted use in B-2 zoning districts throughout the City of Canfield. If council recalls, in June of last year 2021, daycare facilities were added to R/O. We hadn't historically had daycare facilities in any zoning district. We felt R/O was kind of the appropriate place for those. We actually had to define what a daycare facility was. Back then, we defined it and placed it in an R/O, as we went through our normal course of business and looking at zoning, obviously Planning & Zoning, Comprehensive Plan, looking at things, we feel that daycare facilities should also be permitted in B-2 Zoning District.

MR. NACARATO: Council questions?

ATTY. FORTUNATO: When we make this change, we're not going to impose any regulations on daycare facilities other than ordinary zoning ordinances. The State of Ohio legislates everything about their operations. There is not even a gap for us to fill. The State of Ohio takes care of all that.

MR. NACARATO: Anyone here from the public, any questions? Hearing none, this meeting is adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING
MARCH 16, 2022-5:30 P.M.

The meeting was called to order by Mr. Nacarato, Acting President, followed by the Pledge of Allegiance. The Clerk called the roll to which a quorum responded as follows: Mr. Dragish, Mr. Morvay, Mr. Nacarato, and Mr. Neff

Absent: Mr. Tieche

Staff present: Christine Stack-Clayton, Finance Director; Charles Colucci, Chief of Police; Mike Cook, Zoning Inspector and John Rapp, Public Works Superintendent.

Under **PROCLAMATION & PRESENTATIONS**, there were none.

MR. NACARATO: I would just like to recognize the young ladies that are here from the high school government class. Would you stand up and give us your names?

STUDENTS: Allie, Delaney, Kennedy, Parker, Bella.

MR. NACARATO: What grade are you in?

STUDENTS: We're all juniors.

MR. NACARATO: Thank you girls, I hope you learn something tonight.

Under **MINUTES**, the Minutes of the Public Hearing on March 2, 2022 at 5:10 pm were approved as presented. The Minutes of the Public Hearing on March 2, 2022 at 5:20 pm were approved as presented. The Minutes of the Regular Meeting on March 2, 2022 were approved as presented. The Minutes of the Budget Meeting on March 2, 2022 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. NEFF: I have none.

MR. DRAGISH: I have none.

MR. NACARATO: I have none

MR. CALHOUN: Just a reminder. So, the income tax deadline this year April 15th is Good Friday. The City Offices will be closed. The default, the income tax due date reverts to the next

scheduled business day; which will be Monday, April 18th. So, the official tax deadline for the City of Canfield this year is Monday, April 18th.

Under **REPORTS** of committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.

MR. NEFF: We did have a Planning & Zoning Meeting, I did not bring my minutes. I know Mike Cook will cover what we went over.

MR. DRAGISH: I have the Monthly Mayor's Report. There were a total net collection to the city of \$643.03.

MR. MORVAY: No, the Fire District, I'll save my report for next time.

MR. NACARATO: Design Review has not met since our last meeting, so I don't have anything to report.

PUBLIC WORKS SUPERINTENDENT: Hello. Public Works has been working a lot with the camera and some sanitary and some storm drains, we had some issues with. We've rectified a lot of those. We also are jetting those as we go. We're still putting in meters. It's going very well. We're trying to keep up with the pot holes. I just got word today that they will be making hot patch, possibly the week of April 4th. We look forward to something that is going to stay in there more permanently. We worked with RCAP with some missing points with our GIS System. It's really starting to come together. We had a training meeting with RCAP and we had our monthly safety meeting on Tuesday.

MR. CALHOUN; What did the monthly safety meeting cover?

PUBLIC WORKS SUPERINTENDENT: Ear protection.

MR. CALHOUN: What? (Laughter)

FINANCE DIRECTOR: The January and February Check Register and the Cash Basis Fund Summary were posted to the website yesterday. I've been working on any changes to the budget, some minor adjustments. The one thing I did change is, I increased the fuel cost in all the categories since our last meeting. There was a meeting this afternoon for the Canfield Community JEDD Board and they approved the transfer of the 2021 income tax payments to be transferred to the city.

ZONING INSPECTOR: For the month of March we've issued 2 permits so far, for a total valuation of \$13,524.00. At our Planning Meeting last week, we had a couple recommendations for SSB Realty, replat and two were the public hearings to today for rezone and daycare. We also have some recommendations for some R/O property, converting over from R-2 to R/O and R-1 to R/O, updating our zoning map. We'll be getting some future updates on M Districts that

are in B-2, rezone them and kind of get them to what is there already. There is property in the Preserve that is R-5 and we're going to rezone that R-3 like the rest of the Preserve. Star has started erecting the building, they're putting out all the (inaudible) to put the girders up. The Preserve poured footers today. There is block work being done on Saybrook and 224 East Main she told me she will be backfilling by the end of this week and starting the roof and hopefully that will be cleaned up down there.

MR. CALHOUN: So, 224 East Main Street is the address. Not the intersection of 224 and East Main. It's the house that has been under construction with the excavator.

MR. DRAGISH: In the front yard.

ZONING INSPECTOR: Also, 115 Hilltop was on John Morvay's radar, I did send him a notice. He's effective April 14th, of being cited for not having a roof on his house. He's on the clock.

CHIEF OF POLICE: Good evening. At our last meeting, I talked about the male that was running from our officers and threw the gun out the window and it ended up on Blueberry Hill and we retrieved it. Our detectives took it a step further which was needed and they ended up charging the mother, Tenisha Hudson (spelled phonetically) of unlawful transaction of weapons, it's a felony 4. She bought him the gun. She knew he was under probation. She's been charged. He's still in jail, she was charged with a felony 4. Also, March 6, 2022, I think that was a Sunday, if you heard any activity on the bike path, sirens, motorcycles, two juveniles from Trumbull County took their motorcycle all the way down the bike path. We got called because they were driving down it fast. We had an officer at 224 and one at Herbert and they ran from one of our officers, people on the bike path were scattered, pointing to which way they were going. Sgt. Bennett, we actually have keys that you can get a vehicle on the bike path, it collapses the wooden barricades, Sgt. Bennett got on the bike path, chased the person down, there is actually a video of him coming at Bennett, passing him swearing at us. The chase was on. They ended up catching him at Chidester and Palmyra. We charged both juveniles and we impounded the motorcycles. There was a lot of noise, sirens, I know Wade heard it. We had a lot of calls about what was going on. We were able to get them, charge them. It's not often that we get those calls of motorcycles on the bike path, people typically respect it. They got charged, parents were notified. From January 1st through February 28th, the police department has initiated a total of 363 traffic stops. Of those stops, 23 resulted in drug arrests, 2 OVI arrests, 14 other arrests, 48 traffic citations, we ran a total of 843 radar zones on main streets and side streets, community oriented policing contacts 399, residence checks 6,681 and reports, 57 reports, nothing of any great significance. We have no break-ins, fraud cases, 1 sexual assault charge. We talked about this with the new dispatch opening and doing an open house, so I reached out to our friends at Rubbermaid, a lot of you benefitted from this, in the past they donated us water bottles and jugs and coolers. They're going to do it again. They are donating quite a few pallets. We're going to have an open house and a giveaway to kick the spring off, right before our spring and summer events. Thanks to Rubbermaid for donating quite a bit of goods. Thank you.

MR. CALHOUN: Do you have a date yet for the open house?

CHIEF OF POLICE: No. No date yet. We have to coordinate getting it here. We might need the trailers.

CLERK: I have a list of summer events on the Green:

- May 3, 4 & 5 will be "Screen Free Week".
- June 11th will be Safety Day.
- July 25th will be Christmas in July; which is a benefit for Akron Children's Hospital.
- August 4th will be Movie Night, that will be at Fair Park this year.
- August 18th will be Family Fun Night. September 24th will be the Fall Fest.
- Our Concerts on the Green will start June 6h and run through August 15th with no concert on July 4th.

MR. MORVAY: Anthony could you have Patty send those dates to us so that we have them in an email.

MR. CALHOUN: Council President Morvay, we'll send them out in council communications as well as post them on the website. Then we'll utilize social media as each event gets closer to promote that event. As Patty mentioned changes, Movie Night will be at Fair Park. We're kind of coordinating around Rotary's rebuild of our gazebo. That kind of alters some plans for our summer concerts. We still plan to utilize all of our public space and have those community events that I know a number of our community members love to come to and we involve staff and police department. It's a really good time throughout the summer to be able to do those community events.

MR. NACARATO: Wade are we still leaning towards moving some of those events to the north end of the Green?

MR. CALHOUN: That all depends on what the event is. Patty has been in communication with a lot of the Monday concerts, we're sort of talking about moving those to the south and potentially shutting down that section of the west side of south broad street. It gives the band, orchestra or performer a hard surface as opposed to being in the grass. Sometimes you can't control the weather and there is moist conditions on the ground and if we're having a 60-piece band sitting in chairs or even concert goers, we're going to adapt as needed and try to make accommodations as best we can. Hopefully, nothing too tragic happens. We'll always just pivot and try to make the best of a bad situation, if a bad situation comes.

MR. NACARATO: I know that on behalf of Rotary we thank the city for all the work that they're doing working with us to try to accommodate getting a new gazebo and still having the events on the Green. Rotary's plan is to try to have a gazebo done as soon as possible. Delays with shipments it could take longer than expected. Our ultimate goal is to have it done before the

Fair. Hopefully we can have it done before the 4th of July but our ultimate goal is to have it done, grass and everything by done by fair time. I thank everyone for their understanding on that. It's a great project that the city will be able to utilize a lot more now. Mr. Fortunato, do you have anything for us?

ATTY. FORTUNATO: I mentioned a few council meetings ago about the fireworks legislation, in terms of restricting dates or hours, consider that and get back to me or Wade, so we can get some legislation in place. The other item is a couple years ago we had prepared, we never passed it but it was an ordinance allowing gun ranges in M-1 (Industrial district). I want you to start considering that again and let us know if you want us to move forward with that. It would be conditionally permitted. But we have had a request or two. We think they belong in the M-1 Zoning Districts. We should let authorities legislation the specifics as to what a gun range must contain and how it must be constructed, etc. But if you want to consider allowing gun ranges in a conditionally permitted use in M-1, let us know. That's it for me.

MR. CALHOUN: Thank you, Rotary for taking on the gazebo project. The city is going to be a beneficiary of a really great project, by a really great organization. We definitely appreciate that. As Council remembers we are going through the I.T. hiring process. We gave the civil service exam; the civil service commission approved the eligibility list for the I.T. Technician position. They did not approve the list for the Network Systems Administrator position. With the two openings that we have, the strategy is to hire two entry-level I.T. Techs and hopefully in the future, one of those two hires will grow into the promotional opportunity of the I.T. Network Systems Administrator position. With that being said, we had 6 candidates eligible, one declined the interview process. Chief Colucci, I.T. Manager, Don Rozzo and myself spent two hours each with the 5 candidates, two Monday, two Tuesday and one today, that we just wrapped up right before I walked in here. That will now move to the next step in the process; which is us getting together and figuring out who we want to bring back for our second interview. If Council recalls we kind of have a unique process where we've adapted from the police model of, one time sitting with somebody is never going to give you who that person is, what they are, what their background is. Much like I went through when I got hired, that on site, talk to them, get to know them, know who you're hiring. We've implemented that since I've come onboard in 2018. It's been successful in our hires thus far. The next step will be a second interview with other members within our staff. Most likely, Dom Rozzo the I.T. Manager of the department and he selected a few other, John Rapp, our Public Works Superintendent sitting in on that second interview. I think another police Sergeant will sit in on the interview just to get some feedback from some other members within the organization. Our perception, our interpretation of somebody and their answers could be different than somebody else. We always like to have that community feedback amongst a select level of staff members. Once that transpires, we will then select at least 2 candidates to then go through that background investigation. That can take anywhere between 2 weeks, 3 weeks. We try to put a time constraint on it, knowing that we want to hire somebody as quick as possible, but we don't want to taint the process. If Lieutenant Ruiz hones in on something that may need further investigation we let the process play out. Our hope is, with all that being said, we should be able to make the official offer letters to the candidates. Hopefully, we get 2 out of the process.

We may end up with one. We may end up with none. We're hopeful to get those employees started mid-April or the beginning of May. Again, knowing that if we offer the job April 15th, they have to give 2 weeks' notice, their start date is probably not until May anyway. We're trying stuff done as quick as possible knowing that our "as quick as possible" is 2 to 3 months out. There is a reason why government goes slow, kids. It's usually because you have to be more thorough than we do in the private sector that can kind of quickly change and adapt, say that didn't work, we'll change it tomorrow and not have to go through a lot of the legislative requirements.

One other item, State Capital Budget Requests to State Representatives and Senators is due Friday. I talked to our engineer's, we're going to request a couple projects. It's not an application process, per se. It's a general questionnaire. We hope our local government officials and representatives like the projects and lobby and try to get allocated money, not only for our region but specific to our projects. That's all I have.

MR. NACARATO: Any questions from Council on anything that we've heard? Hearing none, residents any questions?

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. The Village Green, last year, Frank Micchia graciously said that he would take care of the northern end where the grasses were growing and people couldn't see around them from their car. I'm assuming that would have to be planted in the next few weeks to get the wildflowers growing. You know how there is like the grasses that grow really tall, they have to be taken out and killed. The other thing I had, had to do with income tax. Last year we had the question, when Nancy was here about people that have zero income tax, you still have to submit a tax return or there is a penalty. I know there are letters that go out and then you have to submit something. Does that put you on the list forever, or do you have to do that every year?

FINANCE DIRECTOR: You have to do that every year. If she sends you a letter, she has marked in her system, that you're retired with no income, she'll send you the letter that all you have to do is sign it and send it back.

MR. CALHOUN: I think there is a check box.

FINANCE DIRECTOR: Yes. On the form there is just a check box to do and sign it and send it in.

KATHRYN YOUNG: Okay. Is that something we created locally? If you have a zero federal or zero state there are no penalties and you don't have to submit anything. Is that something we've done locally?

MR. CALHOUN: In terms of the penalty?

KATHRYN YOUNG: In terms of

FINANCE DIRECTOR: That is a state requirement that they enforced on us.

KATHRYN YOUNG: Alright, thank you.

JOE LOCICERO: Joe Locicero, 60 White Oak Court. I just have a quick suggestion, when you use terms in here, it would be beneficial, because this is great communication, to explain what an R-O or a T-A or a Z-1 is, rather than use the language of the community practice, explain what that means. It will help us.

MR. NACARATO: It has taken me 2 years to get them and I don't have them all yet.

MR. LOCICERO: We'll get more out of the meeting. Thank you.

MR. NACARATO: Thanks Joe. We'll keep that in mind.

Under Recognition of Persons Desiring to Appear Before Council:

FRANK MICCHIA: Good evening, Frank Micchia, 220 Glenview. There is an unlicensed daycare center also at 220 Glenview, at least my wife thinks it is. (laughter) I'm going to ride it for all I can. I'd like to talk about the 1.63 safety issue coming up. There are two ideas I find incompatible, new taxes and permanent. Together they are not in my vocabulary. That's true of this new levy. It's supposed to be permanent. I would consider a 5-year levy, so that taxpayers get another bite of the apple. Not permanent. It is said that we need money to increase salaries for personnel. Before supporting the levy on this basis, we need some data to justify support. What are the starting salaries of similar people, Boardman, Poland, Canfield, Austintown and Youngstown? How do the benefits of these different people and communities compare? That's part of their income. That includes vacations, medical costs contributions and retirement cost contributions by the employee. If we get these, now we know how we stand and the increase in salaries could be justified. Right now, we don't know. Unless I see this justification, I'm not going to vote for it. Thank you.

MR. NACARATO: I appreciate that Frank. I think this is one thing that you need to bring in front of the Fire Board. That is who has this going on. That's whose levy it is. It's not ours. But I appreciate your comments.

MR. MICCHIA: This is my 3 minutes and I chose to do it here. I'm sure John Morvay heard.

MR. NACARATO: I would like to see you bring that to the fire board meeting. I think that's something that should go on their record.

MR. MICCHIA: I'd be happy to do so, if I knew when it was.

ATTY. FORTUNATO: I was just going to indicate for the record that the levy you're discussing is the Cardinal Joint Fire District not the City of Canfield.

MR. CALHOUN: For the kids and everybody else in the audience, so the Cardinal Joint Fire District is a joint fire district partnership between the city and the township. So, if you don't know which one you're in, if you have a 3-digit house number or less, you're in the city, four or more, you're in the township. That's something that probably your parents don't know. So, go home tonight and tell them what you learned. So, collectively, any resident in the township and any resident in the city, a portion of the property tax goes to school or the city, if you live in the city or in the township it goes to the township. The portion that goes to the Cardinal Joint Fire District is funded by both city residents and township residents. Therefore, they are governed by a separate board that is made up of city council representative, township representative, city citizen, township citizen, and then one ad hoc member to make up their 5-member governing body.

MR. MICCHIA: You're all invited to the daycare center after this meeting for some libations.

MR. NACARATO: If it's a daycare center, it doesn't have the libations that I like.

JOE LOCICERO: Joe Locicero, 60 White Oak Court. I have a couple items. I wondered if any action has been on preventing someone from outside of our city getting a referendum or whatever Charter Amendment. Remember the agony we went through. We dodged a bullet. They wanted to be able to recall our city manager. They wanted to take the 4 years to 2. And some other third thing. We reacted very well and we, in my mind dodged a bullet. We didn't win by a huge margin. A couple of hundred votes, it could have been another way. I suggested awhile ago, I wondered if any action has been taken to change the charter, so that we have an election every two years. Still have 4 years but it will be alternating, as the original charter stated. They were brilliant back then. I respect them. Citizens get a chance to run every two years, if they're moved to run or they get a chance to change the composition every couple of years. Now they only change the composition every 4 years, that in and of itself has caused people to want to go to 2 years. I wondered what the status of that is. Have we made any movement at all to avoid this happening again?

ATTY. FORTUNATO: Not to my knowledge.

MR. LOCICERO: I would strongly encourage this group to do that. Be proactive. When Chuck hears it, piece of cake, you can put it on the ballot. We'd be done with it. The other advantage is and I know, we don't think it could happen but as it stands, your whole group could be wiped out. That's unlikely but Chuck might want to spend more time with his grandkids, Morvay has grandkids. You might want to move up to Commissioner or President of Boardman or whatever. Somebody gets hit by a car and then all of a sudden, we have nobody up there that knows anything. Then most of the knowledge will be with people we didn't elect. I know that's way out there. But I think the two election will take a lot of heat off ...

MR. NACARATO: In staggering the terms of the council.

MR. LOCICERO: We don't want to lose Wade. That could happen again. I know I'm probably overtime.

MR. NACARATO: Not yet. Go ahead.

MR. LOCICERO: This is the agreement that you all made with the Board of Education. A lot of us in the city think that education is the most important thing. Investing in our children. They're going to be running our country. My question, more had to do with the agreement. I had 12 questions that I thought would help the citizens understand what we got ourselves into. When I handed you the 12 questions you said, I'll have them for you in a week. Do you have them?

MR. CALHOUN: I sent them on.....

MR. DRAGISH: I think it was 3 days later.

MR. LOCICERO: To me?

MR. CALHOUN: I said, I'll have them by Friday. I told you on Friday, it probably looks like early next week; which was Tuesday. I emailed them Wednesday.

MR. LOCICERO: Would you email them again? Thank you. I wasn't going to complain because I know your priorities are to keep the city running. Those questions are important but not urgent. I was not disappointed.

MR. NACARATO: Joe, I was quite impressed that he had them back as soon as he did.

MR. LOCICERO: One more minute and then I'll leave. Since you all support this agreement, I'd like each individual here tonight to explain to us why this is a fair deal to our citizens. Can you do that tonight, each one of you? I'm sure you thought about it before.

MR. NACARATO: It's not on our agenda. We have a large agenda tonight. Can we proceed that way?

ATTY. FORTUNATO: You don't have to.

MR. NACARATO: Can we do it at the end?

MR. LOCICERO: Absolutely.

MR. NACARATO: We'll do it at the end.

MR. CALHOUN: Real quick, a teachable moment kids. A reference to the Charter Amendments, the city's charter, is the city's constitution. So, amendments to the charter, like amendments to the Constitution have to go through legislative process. To answer the question, has any action

been taken yet, no. Three ways Charter Amendments get on a ballot for the people of Canfield to vote yes or no on those amendments. 1. Council action at anytime can elect to put those items on the ballot. So, May and November. 2. By petition of citizens, garnering enough signatures to require council to put those on the ballot. 3. Every 5 years since the inception of the Charter, in the City of Canfield since 1953?

CLERK: '70.

MR. CALHOUN: The Charter Commission meets every 5 years. They sit with our Law Director and they go line by line through the entire Charter and talks about updates that are needed, changes that need to be made. The most recent Charter Amendments that came through from the Commission was one that I thought, well, one of the 3 that came forward was updating to allow for electronic communications. Historically, agenda packets that go out to council would be hand delivered by a police officer. Our packet tonight is 150 pages long. So, every agenda item, all the meeting minutes, in order to keep up with the times, Charter Commission realized that, made the changes, that actually didn't have to go to a ballot because that could have been done by changing the Rules of Council. That gives you an idea of the process that Mr. Locicero indicated when you start talking Charter Amendments.

MR. NACARATO: Thank you, Wade. You sure you're not going into education.

MR. CALHOUN: I could. If there is nobody for a government teacher.

MR. LOCICERO: You may want to mention the person from Tennessee.

MR. CALHOUN: I don't think that's relative at this time.

MR. NACARATO: Moving forward. Anyone else?

MR. NEFF: We brought this up before and I think it's very appropriate that we look into the best way to get staggered again. I think one way that we could do it would be to say the person in the next election that gets the most votes, the two-council people would have a 4-year term and then, the two that didn't but this is up to Mark and you Wade to look into doing. But let's do it because we may already be too late to get it on the ballot.

MR. CALHOUN: It's too late for the May ballot. The deadline for the November ballot would be August, 90 days prior to the election day, the required deadline to submit a ballot issue.

ATTY. FORTUNATO: I will start working on it.

MR. NEFF: Thank you.

MR. NACARATO: I have to admit, since I've gotten on Council, it's been a concern that 4 years from now this could be a whole new, Donnie would be the only consistent here. The rest of us

could be out on our tail. For the city and the citizens, that could be very difficult. I've stated before, it's taken me two years to get up to speed on things and it does. It take you awhile to get used to how this works compared to being out there and running a business. It's very different. Anybody else who would like to appear? Hearing none, we'll move on.

Under **OLD BUSINESS:**

ITEM A: An Ordinance Amending Ordinance 1973-44 Rezoning Lot 934 at 425 W. Main Street from "S" Special to "B-2" General Commercial.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with a full reading of the proposed Ordinance and authorize reading by title only.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NEFF: Mr. Acting Chairman, I have an Ordinance Amending Ordinance 1973-44 Rezoning Lot 934 at 425 W. Main Street from "S" Special to "B-2" General Commercial. I move for passage. So, "S" means Special and B-2 is a second of a business zoning that we'll have to look up and read to you what the specs are.

MR. MORVAY: Second.

MR. CALHOUN: We had the public hearing this evening at 5:10 regarding this item. Anybody that needed to speak about it had the opportunity to do so. There were no comments. This is something Planning & Zoning Commission has considered at their two meetings on February 10th and March 10th. They are recommending for the rezone from "S" Special to "B-2" General Commercial. We have General Commercial Districts, B-1, B-2, B-3, that defines specific commercial districts and what is allowed or not allowed in those districts. Currently, lot 934 in the City of Canfield or commonly known as 425 W. Main is zoned as "S" Special through its current use as a church. The church has a pending sale and in order to facilitate the sale or any opportunities in the future, for somebody that doesn't want to use the building as a church, we are rezoning the property to a B-2 General Commercial business zoning district. This Ordinance effective does that by amending the original zoning ordinance specific to that lot and that zoning district.

MR. NACARATO: Council any questions? Hearing none, citizens any questions? Hearing none, roll call.

ROLL CALL ON ORDINANCE:

4 Votes-Yes
0 Votes-No
Ordinance passes
Ordinance 2022-14.

ITEM B: An Ordinance Amending Section 1141.14 B-2 General Commercial District to include daycare facilities as a permitted use.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with a full reading of the proposed Ordinance and authorize reading by title only.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes
0 Votes-No
Motion passes.

MR. DRAGISH: I have an Ordinance amending section 1141.14 B-2 General Commercial District to include daycare facilities as a permitted use. I move for passage.

MR. MORVAY: Second.

MR. CALHOUN: In June of 2021, on the recommendation of Planning & Zoning Commission, we amended appropriate sections of our ordinances to allow daycare facilities. Specifically we put them in the R-O or Residential Office zoning district. After further review and considerations, of sort of never having daycare facilities permitted in any use in the City of Canfield, we now feel it appropriate to allow those uses to be in B-2 General Commercial Districts of the City of Canfield. We had the public hearing on this item, this evening at 5:20 pm. Anybody that was for or against this had the opportunity to speak one way or the other, nobody came forward. The same opportunities were afforded at the two Planning & Zoning meetings, February 10th and March 10th. As a result of the February 10th and March 10th Planning & Zoning have recommendation letters provided to council supporting adding daycare facilities in B-2 General Commercial Zoning District.

MR. NACARATO: Council questions? Hearing none. Citizens any questions? Hearing none. Patty could we have the vote.

ROLL CALL ON ORDINANCE:

4 Votes-Yes
0 Votes-No
Ordinance passes.
Ordinance 2022-15.

MR. NEFF: Could I point out to the young ladies that in zoning what this does, if there is already an existing daycare center in, that is grandfathered before there was any zoning issues. It's called grandfathering. So, we go to an existing business and say, you can't be in business. If you've heard the term grandfathering in zoning, that's what it means.

Under NEW BUSINESS:

MR. NACARATO: The first 4 Items A-D are going to be first reading only.

ITEM A: An Ordinance Amending Ordinance 1973-44 Rezoning Lot 578 at 2 Brookpark from "R-1" Single Family Residential to "R-O" Residential Office.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NEFF: Mr. Acting President, I have an Ordinance Amending Ordinance 1973-44 Rezoning Lot 578 at 2 Brookpark from "R-1" Single Family Residential to "R-O" Residential Office. This constitutes first reading.

CLERK: The public hearing will be set for April 20, 2022 at 4:45pm.

ITEM B: An Ordinance Amending Ordinance 1973-44 Rezoning Lot 41 at 370 East Main Street from "R-2" Single Family Residential to "R-O" Residential Office.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NEFF: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. DRAGISH: I have an Ordinance amending ordinance 1973-44 rezoning lot 41 at 370 East Main Street from "R-2" Single Family Residential to "R-O" Residential Office. This constitutes first reading.

CLERK: The public hearing will be set for April 20th at 4:50pm.

ITEM C: An Ordinance Amending Ordinance 1973-44 Rezoning Lot 408 at 16 N. Hillside Road from "R-2" Single Family Residential to "R-O" Residential Office.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NEFF: I have an Ordinance amending Ordinance 1973-44 rezoning lot 408 at 16 N. Hillside Road from "R-2" Single Family Residential to "R-O" Residential Office. This constitutes first reading.

CLERK: The public hearing will be set for April 20th, at 4:55pm.

ITEM D: An Ordinance Amending Ordinance 1973-44 Rezoning Lot 44 on East Main Street from "R-2" Single Family Residential to "R-O" Residential Office.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. MORVAY: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. DRAGISH: We have an Ordinance amending Ordinance 1973-44 rezoning lot 44 on East Main Street from "R-2" Single Family Residential to "R-O" Residential Office. This constitutes first reading.

CLERK: That public hearing will be set for April 20th at 5:00 pm.

ITEM E: An Ordinance Approving the replat of Canfield City Lot OL12 on North Broad Street by SSB Realty, LLC.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NEFF: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NEFF: We have an Ordinance approving the replat of Canfield City Lot OL12 on North Broad Street by SSB Realty, LLC. I move for passage.

MR. MORVAY: Second.

MR. NACARATO: Wade, can you give us information on this.

MR. CALHOUN: Staff was approached by the owners of the city lot OL12; which stands for out lot. It's just how they code lots when they assign numbers. So, OL12 by SSB Reality, LLC. Regarding their desire to replat that lot into a 7.53-acre lot, the total is 7.53 acres, they want to split that into two parcels. The majority of that lot; which will now become OL 12 is the undeveloped parcel consisting of about 6.03 acres. The newly created lot or the subdivided lot 6879 is located at 196 North Broad St. and that consists of 1 ½ acres of property, which currently is the SSB Building that houses SSB Accounting and other businesses. It's SSB replatting the 7.5 acres they own to keep an acre and a half for their current business and potentially sell, develop, whatever they want to do with the remaining 6 acres. This ordinance authorizes that replat. This is something that Planning & Zoning had at their February meeting and recommended approving the replat. Our city engineer also reviewed the replat and made sure that it conforms to all the metes and bounds requirements from a professional surveyor and conforms with our city ordinance, lot requirements for both the subdivided lots.

ZONING INSPECTOR: They got an adjustment for under 2 acres.

MR. CALHOUN: So, one of the lots does not conform but they did receive the adjustment through Planning & Zoning; which was the 1 ½ acres piece of property. There are a number of similar types, similar type uses that are all currently non-conforming. Planning & Zoning considered all the options for that adjustment and ultimately granted that adjustment.

MR. NEFF: Could you remind us again, what is the minimum acreage for a planned unit development?

MR. CALHOUN: 5 acres. A Planned Unit Development or PUD, if you hear that acronym.

MR. NACARATO: Any other questions from council? Hearing none. Any citizens?

MR. FRANK MICCHIA: The larger lot which is something like 6 acres, how is that zoned?

ZONING INSPECTOR: R/O.

MR. MICCHIA: Residential only.

COLLECTIVELY: Residential Office.

MR. MICCHIA: Does that mean that condos could be developed there?

ATTY. FORTUNATO: It means residential uses and office uses.

MR. MICCHIA: A condo is residential.

ZONING INSPECTOR: You'd need a rezone.

ATTY. FORTUNATO: You'd need a rezone for a multi-family.

ZONING INSPECTOR: R-PUD.

ATTY. FORTUNATO: Single family would be allowed.

MR. MICCHIA: It could be single family.

ZONING INSPECTOR: Yes.

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. I drove by that on the way here and those 6 acres are like fully wooded. Has there been like a survey done as far as the impact for the water.

MR. CALHOUN: That would all be a requirement of the developer or the property owner for whatever permitted use they want.

ATTY. FORTUNATO: That wouldn't occur now. That would occur prior to any development.

KATHRYN YOUNG: Okay.

MR. NACARATO: Anybody else? Hearing none. Patty the vote.

ROLL CALL ON ORDINANCE:	4 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2022-16.

ITEM F: An Ordinance Creating the Federal COPS School Violence Prevention Fund (Award 15JCOPS-21-GG-03669-SSIX).

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:	4 Votes-Yes
	0 Votes-No
	Motion passes.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. MORVAY: Second.

ROLL CALL ON MOTION:	4 Votes-Yes
	0 Votes-No
	Motion passes.

MR. NEFF: Mr. Acting President, I have an Ordinance Creating the Federal COPS School Violence Prevention Fund (Award 15JCOPS-21-GG-03669-SSIX). I move for passage.

MR. MORVAY: Second.

MR. NACARATO: Wade, you want to give us the lowdown on this please?

MR. CALHOUN: The Canfield Police Department has been awarded the Federal COPS Grant. COPS being an acronym, so community oriented policing strategies as it relates to the school

violence prevention grant, administered by the State of Ohio. They were awarded the grant in the amount of \$327,113.00 There is a required local match of 25%; which is \$81,778.00. However, Chief Colucci and his grant writing personnel; which is Assistant Chief Weamer and one of our SRO's, worked with both Canfield Local School District and the Mahoning County Career and Technical Center, these improvements or safety mechanisms benefit both those schools and they will be sharing the local match cost of the \$81,000. The reason that we had to apply for the grant is this is only a grant that police departments can receive. School districts can't go after these grants. We're kind of the conduit, as Finance Director Christine Clayton, of getting the money, receiving the money, accounting for the money and then somebody else benefits from it and doing all the work. I think as a community, we always do what's in the best interest of the community, whether we're doing the brunt of the work, receiving the most benefit from it. Chief Colucci and his staff does a really good job, not only with school safety but going after these types of opportunities that don't necessarily not ultimately benefit Canfield Police Department directly but indirectly, they do. There is another one that we do have dealing with radios, that we will have a local share match on. These ones, because of the end result what the schools are using the money for aren't directly benefitting the police department and they agreed to through an MOU, they will share that local match cost. So, literally, Christine being the accountant for this grant. This Ordinance actually creates the fund to account for all the monies. We have Fund Accounting, you account for revenues you account for expenses. When you have specific type of funding, grants, they have to be isolated from anything else. Think checking account and if you have a specific thing that you wanted to save for, a car, for instance, you would open up a savings account. You would start putting money into that savings account for a car. Think about that savings account is only to be used for a car. Literally, you have to show, I have enough money to buy this car and it has to be in this fund. That's what this effectively does. This grant gets tracked by the Federal Government, it has to be reported to the Federal Government, how the money was brought in, how the money was spent. This Ordinance creates the fund which is the accounting mechanism for us to administer this grant.

CHIEF OF POLICE: Christine's work is far more significant than us writing the grant. The red tape for accountability purposes for the government is great and we end up with binders of documentation for the grant.

MR. CALHOUN: And multiple federal government websites to navigate to keep track of user names, password.

MR. NACARATO: So, we're essentially just passing more work for Christine.

MR. CALHOUN: Yes.

MR. DRAGISH: I think you guys are doing a great job.

MR. NACARATO: Council any questions concerning this?

MR. NEFF: What is the examples of how the money is spent?

FINANCE DIRECTOR: This grant, I believe they applied for is for security cameras in the high school and school buses and some kind of special door locks the vocational school.

MR. NACARATO: Any other questions council? Hearing none. Citizens any questions?

MR. FRANK MICCHIA: Frank Micchia, 220 Glenview. Are any of these monies going to be available for resource officers?

FINANCE DIRECTOR: No.

MR. FRANK MICCHIA: Thank you.

MR. JEFF WAGNER: Jeff Wagner, 242 Jade Circle. If I understood you correctly, the expense that is showing, you're going to get into expenses in a little bit, on Page 11, there is an expense for this program of \$297,000. That's not a real expense? It's just a bookkeeping movement? It's listed under supplies and materials.

MR. CALHOUN: Under which one?

MR. JEFF WAGNER: The COPS School Violence Prevention Fund.

FINANCE DIRECTOR: There is two.

MR. JEFF WAGNER: There are two separate ones listed. One show supplies and materials for \$297,000. The other shows \$100,666. I'm wondering if those are not really expenses.

FINANCE DIRECTOR: Well, they're expenses that are going to get reimbursed by the Federal Government. We have to put the money out first and then I have to request reimbursement from the Federal Government.

MR. JEFF WAGNER: Okay. So, when you're looking at total expenses

FINANCE DIRECTOR: The total expense to the city will be zero because the school will be paying for the local match share.

MR. JEFF WAGNER: When you're looking at expense sheets, as you're going to in a little bit, those are overstated by that amount.

MR. CALHOUN: No. They're not overstated. This is not like private accounting or the way that businesses account for. There is an offsetting revenue that basically nets it as a zero cost to the city. We're not overstating expenses. We have to appropriately state our expenses but because

there is an offsetting revenue being received from the Federal Grant it nets it as a zero profit and loss.

CHIEF OF POLICE: Our OVI Task Force is similar.

MR. CALHOUN: Correct.

CHIEF OF POLICE: We have to fund it, \$300,000 a year, we get it reimbursed.

MR. WAGNER: My point is, as I'm looking at these sheets, that in a minute you're going to look at, total expenses for the city, \$15,767,000. That really needs to be reduced by these two numbers.

MR. CALHOUN: We don't reduce the expenses. Whatever that expense is for the grant, the \$297,000. There is also a revenue item within that same fund showing \$297,000. The 15 million is total budget, all funds. We have a multitude of funds in the City of Canfield.

MR. JEFF WAGNER: I ask what the City of Canfield's revenue is, that number would be part of it?

MR. CALHOUN: Correct.

MR. JEFF WAGNER: Can I ask what the City of Canfield's revenue is?

FINANCE DIRECTOR: Certificate of Resources is \$16,968,208.80.

MR. JEFF WAGNER: Thank you.

MR. CALHOUN: For the record, the annual appropriation is \$15,767,845.00. In the business world, we are bringing in more revenue than we are spending.

MR. NACARATO: That's the way it should be. Any other questions? Hearing none, can we have the roll call.

ROLL CALL ON ORDINANCE:

4 Votes-Yes

0 Votes-No

Ordinance passes.

Ordinance 2022-17.

ITEM G: An Ordinance Creating the Bradford Drive & Herbert Road Water Main Replacement Fund.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NEFF: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. DRAGISH: Mr. President, I have an Ordinance Creating the Bradford Drive & Herbert Road Water Main Replacement Fund. I move for passage.

MR. MORVAY: Second.

MR. NACARATO: Mr. Calhoun.

MR. CALHOUN: If Council recalls we had water line replacement project for Bradford Drive and Neff Drive. It was bid as appropriate per the state regulations, awarded that bid last council meeting to Kirila Contractors to perform that work. Like the last item, we now must create a fund to appropriately track the revenue being received and the expense for the project. The reason why it's created in a separate fund is this project is being funded through a low interest loan from the Ohio EPA with what they call the Water Supply Revolving Loan Account. Now you understand why we use acronyms for a lot of these things. The low interest loan mentioned is for .43%. I think that's over 20 years is the term that we dictated for that loan. This Ordinance creates the separate fund as we appropriately call the Bradford -Herbert Road Water Line Replacement Fund, to appropriately track those revenues and expenses.

MR. NACARATO: Council questions? Hearing none. Citizens any questions? Hearing none. Can we have the vote.

ROLL CALL ON ORDINANCE:

4 Votes-Yes

0 Votes-No

Ordinance passes.

Ordinance 2022-18.

ITEM H: Annual Appropriation Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of Canfield, State of Ohio, During the Fiscal Year Ending December 31, 2022.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. MORVAY: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NEFF: We have an annual appropriation ordinance to make appropriations for current expenses and other expenditures of the City of Canfield, State of Ohio, during the fiscal year ending December 31, 2022. I move for passage.

MR. MORVAY: Second.

MR. NACARATO: Wade.

MR. CALHOUN: State Law requires Municipalities to adopt a fiscal year budget prior to March 31st of each fiscal year. The City of Canfield's fiscal year is January 1st -December 31st. The December 15, 2021 council meeting, we passed an ordinance approving a temporary appropriations budget funding for fiscal year 2022; which effectively gets us "keeping the lights on" as we'd like to call it, but all of the operating expenses for the first three months, while we formulate the final budget for council consideration and adoption prior to that statutory deadline. City staff presented the annual capital requests and adjustments, changes that

Christine had made from the temporary budget to the final budget that we're considering tonight. There were two budget work sessions that were held with city council. The first one being on February 2nd, immediately after February 2nd council meeting, where the entire budget request line items were explained and in general, what the funding for each of the designated funds were for the city. Then on February 16th, council meeting, immediately afterwards, we had the opportunity for any questions, details, into some of those budget line items or capital requests per the department. What you have before you tonight is the annual certificate of revenue and the appropriation for the City of Canfield for this fiscal year ending December 31, 2022. Within the Ordinance there is a full explanation of every dollar, every fund, per category. As a resident mentioned, supplies and materials is a line item within every fund. There are personnel expenses, travel expenses, training expenses, contractual services-utilities kind of falls under contractual services. We buy our water from the City of Youngstown, within our water fund we have budgeted expenses to appropriately pay the City of Youngstown for the water we buy from them. We're invoiced every month, just like every citizen, we get a bill. We pay that bill to the City of Youngstown, effectively for the water that we bought for the entire city. That expense is shown under the water fund in contractual services. So, that's a high level look at how fund accounting is done from the government side. There are a multitude of funds, general fund, special revenues fund, debt service, enterprise fund, water, sanitary sewer, storm water. All total annual appropriations to be considered in this ordinance of \$15,767,844 and some change, depending on how the spread sheet rounds. Approval of this Ordinance will essentially approve that expense to be done throughout the fiscal year of 2022.

MR. NACARATO: Questions?

MR. NEFF: Could I ask, does council have the right to make an adjustment during the year, if we run into something that is unexpected, we can change?

MR. CALHOUN: Correct. Anytime Council receives the quarterly financial dashboard that highlights the big funds, so that we can track appropriately revenues and expenses by categories. But again, council is privy to any and all information within the budget. As we're closing out each month, if there is anything that raises concerns, sit down with Christine, talk through it, understand it. If the desires becomes to amend that budget line item. A motion to council through

MR. DRAGISH: I believe we've done it in the past.

FINANCE DIRECTOR: We do multiple amendments during the year.

MR. CALHOUN: We amend the budget a couple times during the year. Our most recent sort of topic was during COVID, so not knowing the impact COVID would have on income tax collections, we sort of held off a lot of budget items, big expenses. As the year progressed, we started to get a little bit more comfortable, we slowly would authorize funding and bring those amendments to council to say, hey we're feeling okay, we're going to authorize this \$50,000

adjustment to the appropriations for this reason. So, that can happen once a year, 50 times a year, it's really up to the discretion of staff recommendation for council consideration.

MR. NACARATO: Any other questions council? Hearing none. Residents?

MR. MICCHIA: Frank Micchia, 220 Glenview. One of our biggest expenses lies in the police department. There is a personnel services expenditure of two million five-hundred thousand. Does that include wages and benefits?

FINANCE DIRECTOR: Yes.

MR. MICCHIA: Thank you.

JEFF WAGNER: Jeff Wagner, 242 Jade Circle. On page 12, there is a bucket for the Red Gate Sanitary Sewer Extension Fund. It's zero. So, I guess it's safe to say there has been no movement on putting a water and sewer line in this year to the Red Gate property.

MR. CALHOUN: The Red Gate Sanitary Sewer Extension Fund was created last year. That extended the sanitary sewer line or upsized the sanitary sewer line from where the pipe is. There is a large 18" sanitary sewer main interceptor that takes all of our waste (poop) to the Mahoning County Sanitary District that treats that. So, we had a 12" inch line that ran out west to about Hunters Woods PUD. The Red Gate Sanitary Sewer Extension was upsizing that line of pipe from a 12" to an 18", then taking the remaining run from Hunter's Woods to the corner of South Palmyra and 224, with the intent that eventually the extension of utilities, sewer in this case, going south service the Red Gate Farm property. The Fund was created last year. Most of the expenses happened last year. Because there was some carryover....

FINANCE DIRECTOR: Everything is already encumbered. That's from last year's budget.

MR. CALHOUN: The Fund hangs over. So, we don't anticipate anything because it's been encumbered. It's captured in last year's budget but it may potentially be shown in this year's budget if there is any significant changes.

JEFF WAGNER: What about Millennial Moments. I see all the water and sewer lines going out there. Has the city paid anything into that or is that by the developer?

MR. CALHOUN: Millennial Moments Development itself is doing water and sewer lines within the development. That's all the developer. The main lines that the developer installed going south on Palmyra and west on 224, is the city, through an agreement with the developer, paid the difference between what the developer was going to install, I think it was an 8" waterline and we upsized it to a 12" waterline, mainly because he was doing it today and we were eventually going to put 12" waterlines in the future sometime, so we were just going to tear out his 8" and put in 12". In speaking with the developer, costs today are cheaper, hopefully,

than costs years from now. So, we did pay the cost difference between what the developer was going to pay for an 8" line for water vs. the 12" line that we require be installed.

MR. JEFF WAGNER: That was all.

MR. CALHOUN: That was it.

MR. JEFF WAGNER: Just one comment. It's nice for a citizen to be able to see last year's numbers on here. What was spent last year vs what we intend to spend this year. So, we can see what is going up. Other than that, it's just kind of interesting numbers.

MR. CALHOUN: We won't show that in this ordinance just because of consideration purposes. But if you go to March 16, 2021, you will see the exact same ordinance in the exact same format, short of some added funds that may be in there and you can compare what was spent last year for the water enterprise fund and what is spent this year. That's the real quick way to see those number side by side.

MR. JEFF WAGNER: Thank you.

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. If 16.96 million comes in and we've appropriated 15.77, so there is a difference of 1.2 million. Where does that go?

MR. CALHOUN: Reserve funds. It all depends on where the carryover is in each fund.

KATHRYN YOUNG: So, over, years and years, does that sit in a savings account somewhere?

FINANCE DIRECTOR: Each fund has a balance. So, it's all divided between....

MR. CALHOUN: The actual cash itself, is that your question?

KATHRYN YOUNG: Yes, you said this much comes in and....

MR. CALHOUN: Carryover balances are sitting at Farmer's Bank.

KATHRYN YOUNG: Over years and years, what's the total of that?

MR. CALHOUN: It varies. Some years, it's not uncommon to have more expenses than revenues. That fund balance, the carryover balance, your reserve funds are utilized for those year over year difference. Depending on what fund you have between Finance Director expertise and City Manager, we decide what we want as those appropriate carryover reserve fund balances.

ATTY. FORTUNATO: If your question is, is there a pile of money at Farmer's ...

KATHRYN YOUNG: Is there like a.....

FINANCE DIRECTOR: No.

KATHRYN YOUNG: So, that's all that's in there right now, the 1.2 million.

FINANCE DIRECTOR: No. I'm projecting an ending balance of about 3.3 million. That sits at Farmer's or wherever else we decide to invest it.

MR. NACARATO: Anybody else?

MR. NEFF: I have something that I want to bring up because I was asked by a citizen. Why are city residents having to foot the bill for the water that would be on property that would be used by the school. I explained that when we put in infrastructure it is paid for by tap-in fees from the people that are buying or building on that property.

ATTY. FORTUNATO: Correct.

MR. NEFF: That's the proper explanation and that would be recovering the money that the city is paying. So, in fact, the city is really not paying for it. It's going to be recovered funds. That's how development works.

MR. CALHOUN: And that's not specific to the school. Say it's a residential development. We don't pay for all of the water lines that go underneath the ground on the streets that service the 2, 10 or 200 houses. We run the main lines that usually parallel to the street, the main street. Get the water to the development. In this case, the school. So, we get the water to the school. The school has 100 acres of buildings that they're providing water to. That's their expense. You are correct. No different if it's one user or 50 users. Whatever that cost is we would recoup through tap in fees.

MR. NACARATO: Okay. Patty could we have the vote.

ROLL CALL ON ORDINANCE:

4 Votes-Yes

0 Votes-No

Ordinance passes.

Ordinance 2022-19.

ITEM I: An Ordinance Providing Transfers to Various Funds.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NEFF: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. DRAGISH: We have an Ordinance providing transfers to various funds. I move for passage.

MR. MORVAY: Second.

MR. NACARATO: Wade.

MR. CALHOUN: As a result of the approval of the annual appropriation, if you're an astute resident or very interested in local government finance, you see line items for transfers to various funds. In this case, the general fund transfers money to other funds within the city for a number of things, operating expenses or if they got projects. In this case, there is a transfer out of the general fund of \$103,758.00. That lump sum will go to a variety of funds. The Parks Fund will receive \$50,000, the recreation fund will receive \$10,000, the cemetery fund will receive \$30,000 and the COPS School Violence Prevention Fund (Not the one that we just created) the other fund, the is our financial obligation for that other fund, for the radios at the schools, of \$13,758.00. That's our local match for that grant. That money comes straight from the general fund. The other transfer that makes up the \$105,026, if you're keeping track at home, the unclaimed monies fund of \$1,268.00 is being transferred to the general fund. So, I'll let Christine explain that.

FINANCE DIRECTOR: That's money that has been sitting in the unclaimed monies fund for 5 years. After it sits there for 5 years we are allowed to forfeit it back to the general fund. We get that money then.

MR. CALHOUN: So, unclaimed monies, if somebody files income tax to the city and they are due a refund and we send them a refund check and they do nothing with it, it sits out there for 5 years and then statutory, we're allowed to bring that back to the city. In this case, there is a total of \$1,268.00, that qualify for that sort of transaction. That's one example. It could be Fair Park deposits that people don't cash. It could be refunds from utility bills that they overpay.

FINANCE DIRECTOR: Any check that we've written that never got cashed.

MR. NACARATO: Any questions? Citizens? Hearing none.

ROLL CALL ON ORDINANCE:	4 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2022-20.

ITEM J: An Ordinance Authorizing Change Orders Numbers 1-11 for the Murphy Contracting Company for interior and exterior renovations for the police department dispatch center.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. MORVAY: Second.

ROLL CALL ON MOTION:	4 Votes-Yes
	0 Votes-No
	Motion passes.

MR. NACARATO: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NEFF: Second.

ROLL CALL ON MOTION:	4 Votes-Yes
	0 Votes-No
	Motion passes.

MR. NEFF: Mr. President, I have an Ordinance authorizing change orders 1-11 for the Murphy Contracting Company for interior and exterior renovations for the police department dispatch center. I move for passage.

MR. DRAGISH: Second.

MR. NACARATO: Wade.

MR. CALHOUN: This Ordinance authorizes change orders 1-11. Murphy Contracting Company was the awarded bid for the renovations to our police dispatch center. The original contract

awarded to the bidder was for \$220,000 on April 7, 2021. Through the course of the demolition and the renovation rebuild, again unforeseen circumstances, unforeseen items required change orders along the way. In total there were 11 change orders to finalize the contract for the work that had been completed. As the change orders occurred, they went through the appropriate change order process internally. Typically, how we handle those from the council legislative approval is rather than try to bring those each time they occur and basically stop work until it happens, because we have the management structure in place that we have, a lot of that authority has been given to the city manager to authorize and then ultimately at the end, those change orders are legislated from the council. As you'll see, change order 1-6 dealt with LED lights, air distribution, exterior steps, rerouting water lines, receptacle stuff, those were about \$27,000. In July & August we added an ADA Handicap ramp, data ports, extra data installs, obviously, if you're building a state-of-the-art dispatch center, you have it planned out, but then as you actually start putting pieces in there, you realize we need an extra data port here, data port there. Change orders 7-9 totaled \$18,000.00. Now the last couple of change orders, as we close them out, September and December, additional painting and installing outlets and putting everything back to where you couldn't tell that anything was ever torn apart, all totaled for \$3,380.00. So, total change orders 1-11 totaled \$50,032 and change. The final contract amount to be paid to Murphy Contracting of \$270,032.00. Christine has only been invoiced and paid roughly \$158,000 of that. There are still invoices that we have not received yet but to our knowledge, the contractor has submitted all final invoices for payment. This basically closes out the contract with the vendor. From Council's standpoint authorizes expenditure of that total \$270,000 and allows Christine to pay those bills when they do come in.

MR. MORVAY: Wade, these changes, they were unforeseen? This was something that once we were into the project we identified the need for these additional items. Could you clarify that?

MR. CALHOUN: Correct. A lot of these were unforeseen. As they ran into stuff we required the change. One of the major changes that I guess we proactively asked for, the exterior exit for the police officers or staff, there are a series of concrete steps and a metal railing that was significantly failing. It was rusted, the concrete steps were cracked up, we felt it appropriate as they were doing a number of other things from the interior standpoint to have them go ahead and fix that. That was the only one that we proactively saw and said hey, do you think you could fix this while you're in here. But everything else, John you are correct, it was unforeseen and as the contractor ran into those unforeseen items, they alerted Chief Colucci and Chief Colucci discussed it with myself and Christine Clayton and then we authorized the appropriate change order.

MR. NACARATO: Any other questions from Council? Hearing none. Citizens any questions?

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. Didn't I remember a check being handed over for the ramp? That \$50,000 check where you have people from Youngstown.

MR. CALHOUN: The Mahoning County Commissioners granted us \$50,000. That was for the vestibule upgrades in the lobby.

KATHRYN YOUNG: I thought it was for the ramp. I guess I was mistaken.

CHIEF COLUCCI: There were changes made to make it ADA Compliant.

MR. CALHOUN: The \$50,000 did go towards that portion. Again, the overall project received \$50,000 grant, if that makes sense. It wasn't earmarked.

MR. NACARATO: Any other questions? Patty, can we have the vote.

ROLL CALL ON ORDINANCE:	4 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2022-21.

MR. NACARATO: Council before we close out. I think Mr. Locicero had a question that I think we would address individually. Bruce, why don't I start with you.

MR. MORVAY: Anthony, just before of the nature of the sensitivity and other things going on, that we don't want to disclose at this time, I don't think it's appropriate for us to comment on this other than, we're trying to expand the city. That's my comment.

ATTY. FORTUNATO: That's not a bad idea, given ...

MR. LOCICERO: That's exactly why I'm asking the question, in the spirit of open and honesty. Are they not capable of handling(inaudible)?

ATTY. FORTUNATO: We're entitled under Ohio Law to maintain confidentiality of certain things until it become necessary to disclose those items. That's where we're at with some items.

MR. LOCICERO: What are you willing to disclose about why this is a fair deal for the city? Is there anything at all, you could disclose to us, why you entered into these 9 acres for 100 acres?

ATTY. FORTUNATO: Let me just say, I think, as counsel for the city council, I think when you look at the terms of the agreement, with the school, leaving everything else aside, what we're getting from the school system in exchange for giving to the school system, we characterize that as a pretty even deal.

MR. LOCICERO: Financially?

ATTY. FORTUNATO: Financially and we get to keep the school system and the schools in the city.

MR. DRAGISH: That's what I was going to say.

ATTY. FORTUNATO: That's really about it.

MR. LOCICERO: My main question, I think Mark, you answered it. I did get it.

MR. CALHOUN: I printed it for you too.

MR. LOCICERO: My bad. It was mostly the financially aspect of this and if you're saying to us that even though we have X dollars invested, given the current value of property, this is a fair deal for the city. That's what you're saying.

ATTY. FORTUNATO: Yes. That's how I would characterize it. I think Council would agree.

MR. LOCICERO: That was really at the heart of my question.

MR. JEFF WAGNER: As a citizen, I sit here and hear the legal counsel say there are things that can't be disclosed. How am I going to vote on something, when I know there is something out there? Are you going to disclose after the vote?

ATTY. FORTUNATO: When are you voting?

MR. JEFF WAGNER: When you're allowed to vote.

ATTY. FORTUNATO: When would that be?

COLLECTIVELY: May.

ATTY. FORTUNATO: I think you'll be aware of what's happening out there, I believe before May.

MR. JEFF WAGNER: You believe before May.

ATTY. FORTUNATO: Yes.

MR. DRAGISH: I think so too.

MR. CALHOUN: A number of economic development activities from a governmental standpoint are reserved for executive session type conversation. Just do to the nature of privacy of potential developers, financial interests. Red Gate property is something that the city has owned for almost 20 years now, has talked about doing a number of things through previous council's, I guess since 2016-2017 when the annexation and everything started rolling. One of my first tasks was, do something with Red Gate. So, 5 years later, here we are doing stuff with Red Gate, that now includes the school. But that's 100 acres of the 300 acres that sit at Red

Gate Farm. A lot of the other economic development activities, as Atty. Fortunato indicated, cannot be disclosed at this time.

ATTY. FORTUNATO: They're simply not finalized. To your question sir, you're not voting on a city levy in May, you're voting on a school levy in May; which really is unrelated to the city's plans for Red Gate Farm beyond the school. I think you have all the information that you need for that vote. That's a school levy not a city levy.

MR. NACARATO: The way I look at it is, it's just a win win.

MR. JEFF WAGNER: They are tied together.

ATTY. FORTUNATO: I'm not sure they're tied together at all. They're in the same geographic area, I'll give you that.

MR. JEFF WAGNER: So, the city will develop that land no matter what?

MR. CALHOUN: Correct. The school plan didn't come up until probably the last 8 months. The city had started the process to market the development of Red Gate Farm. So, the city itself will never be a developer. We are not private development. But that doesn't prohibit us from talking to or having conversations and figuring out the best way to develop vacant land that is owned by the city. The opportunity exists right now to meet a need in the community. As I mentioned before the school needs 100 buildable acres. They looked, couldn't find it anywhere. They're currently in the city. They came to the city and said, let's talk about Red Gate. We said, let's talk. We have an agreement in place that gives them 100 buildable acres. That agreement is effective until June 2023. We don't just say, here is 100 acres and give us this in exchange. There are time constraints on that because we may have other plans for that 100 acres that currently are tied up right now with the school, contingent upon a bond levy passing or failing.

ATTY. FORTUNATO: Our obligations, pursuant to that agreement are contingent upon the city's continual satisfaction with the financial prospects of what's happening. It's a financial contingency for us. The school contingency is passage of the levy and some other items. If any point in time before a definitive agreement is entered into and the city believes it is not in the city's best financial interest, then we don't move forward with that.

MR. CALHOUN: Going back to previous questions, The DiPerna Group are doing those financial analysis as information is being construed to them from the city with the different variables. I'm not doing those calculations. Christine our Finance Director is not doing those calculations. The Law Director isn't either. It's a very specific financial advisory type of role, that that's what they're doing for us, given all the information that we know and considerations of the school and all the various factors.

MR. NACARATO: Bruce, do you have anything before we close?

MR. NEFF: I want to thank the juniors for coming.

MR. DRAGISH: I just want to reinforce again that Christine you do a wonderful, wonderful job. I'm not saying that nobody else over there doesn't. Everybody does. Mr. Cook you do also. I just want to say that our fine, fine police department. I can never say enough they do such a fine job. Thank you for keeping Canfield safe.

MR. MORVAY: I just want to thank you for filling in. You've done an excellent job. I really commend you. The city everyone down from Patty, Wade, Chief to our supervisors, just an excellent job. I think you're doing in the city. Keep it up. That is my comments.

MR. NACARATO: The only comment I have is, don't ever tell me an hour before to do this again. (Laughter)

MR. CALHOUN: John, thank you for being available. I know I told you last week that we probably wouldn't need you but circumstances changed, we pivoted, and we made the best of a bad situation.

MR. NACARATO: Thanks. This meeting is adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL