



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
July 26, 2021 - 4:00 pm

**VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT
www.abilenecityhall.com/watchlive**

- 1. Call to Order**
- 2. Roll Call:** ___ Rein ___ Marshall ___ Ostermann ___ Shafer ___ Witt
- 3. Pledge of Allegiance**

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.)*

- 4. Agenda Approval for the July 26, 2021, City Commission Meeting**
- 5. Meeting Minutes: July 12, 2021, Regular Meeting**

Public Comments and Communications

- 6. Persons who wish to address the City Commission may do so when called upon by the Mayor.**
- 7. Presentation**

Old and New Business

- 8. Consider acceptance of an Addendum to the Real Estate Agreement with Warren Wilson Hay, Inc.**
- 9. Consider acceptance of a grant from the Community Foundation of Dickinson County for the purchase of Municipal Court software.**
- 10. 2022 Budget Review**

Approval of the Publication of Notice for the 2022 Budget Public Hearing and the Revenue Neutral Rate Public Hearing for purposes of the 2022 Budget.

Reports

- 11. City Manager's Reports**

Adjournment

- 12. Consideration of a motion to adjourn the July 26, 2021, City Commission meeting.**

Future Meeting Reminders:

- City Commission Study Session, August 2nd at 4 p.m.
- City Commission meeting, August 9th at 4 p.m.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
July 12, 2021 @ 4:00 p.m.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Rein, Commissioners Marshall, Ostermann, and Shafer. Absent: Commissioner Witt

Staff Present: City Manager Marsh, Interim City Clerk Mohr, Finance Director Rothchild, City Attorney Martin, Parks and Recreation Director Timbrook, Interim Fire Chief Strunk, and Public Works Director Schrader.

3. Pledge of Allegiance

Consent Agenda

4. Agenda Approval for the July 12, 2021, City Commission Meeting

5. Meeting minutes: June 28, 2021, Regular Meeting

Motion by Commissioner Marshall, seconded by Commissioner Ostermann to approve the Consent Agenda as presented. Roll call vote: Marshall YES, Ostermann YES, Shafer YES, Rein YES. Motion carried unanimously 4-0.

Public Comments and Communications

6. Persons who wish to address the City Commission may do so when called upon by the Mayor.

There were no public comments or communications.

Old and New Business

7. Consider Ordinance 21-3399, **AN ORDINANCE AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AT A SPECIFIED LOCATION ON THE PUBLIC RIGHT-OF-WAY AND APPROVING THE CLOSURE OF PUBLIC PROPERTY FOR THE ABILENE OKTOBERFEST.**

Motion by Commissioner Marshall, seconded by Commissioner Ostermann to adopt Ordinance No. 21-3399, **AN ORDINANCE AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AT A SPECIFIED LOCATION ON THE PUBLIC RIGHT-OF-WAY AND APPROVING THE CLOSURE OF PUBLIC PROPERTY FOR THE ABILENE OKTOBERFEST.** Roll call vote: Ostermann YES, Shafer YES, Rein Yes Marshall YES. Motion carried unanimously 4-0.

8. Consider Ordinance 21-3400, **AN ORDINANCE AMENDING CHAPTER 3, SECTIONS 3-101, 3-111, AND 3-604 OF THE CITY CODE OF ABILENE, KANSAS PERTAINING TO THE SALE OF CEREAL MALT BEVERAGES, ENHANCED CEREAL MALT BEVERAGES AND ALCOHOLIC LIQUOR IN ITS ORIGINAL PACKAGING SOLD AT RETAIL, AND THE PERMISSIBLE HOURS AND DAYS FOR SALE OF THE SAME.**

Motion by Commissioner Shafer, seconded by Commissioner Ostermann to adopt Ordinance No. 21-3400 **AN ORDINANCE AMENDING CHAPTER 3, SECTIONS 3-101, 3-111 AND 3-604 OF THE CITY CODE OF ABILENE, KANSAS PERTAINING TO THE SALE OF CEREAL MALT BEVERAGES, ENHANCED CEREAL MALT BEVERAGES AND ALCOHOLIC LIQUOR IN ITS ORIGINAL PACKAGING SOLD AT RETAIL, AND THE PERMISSIBLE HOURS AND DAYS FOR SALE OF THE SAME.** Roll call vote: Shafer YES, Rein YES, Marshall YES, Ostermann YES. Motion carried unanimously 4-0.

9. Consider Resolution No. 071221-1, **A RESOLUTION OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE FOR PURPOSES OF THE CITY OF ABILENE, KANSAS 2022 BUDGET, AND DIRECTING THE CITY MANAGER TO NOTIFY THE COUNTY CLERK OF SUCH INTENT.**

Motion by Commissioner Marshall, seconded by Commissioner Ostermann to approve Resolution No. 071221-1 **A RESOLUTION OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE FOR PURPOSES OF THE CITY OF ABILENE, KANSAS 2022 BUDGET, AND DIRECTING THE CITY MANAGER TO NOTIFY THE COUNTY CLERK OF SUCH INTENT.** Roll call vote: Rein YES, Marshall YES, Ostermann YES, Shafer YES. Motion carried unanimously 4-0.

10. 2022 Budget Discussion – Recreation Commission and Special Revenue Funds

Finance Director Rothchild presented information regarding the Recreation Commission and Special Revenue Funds for the 2022 Budget.

Reports

11. City Manager reports

We have submitted our application to the State of Kansas for dispersal of America Rescue Plan Act (ARPA) funds. Marcus submitted the request last Friday. Abilene is expected to receive approximately \$940,000, half in 2021 and the other half in 2022. We have until December 31, 2024, to spend the funds.

The Public Works Department painted the parking stripes downtown this past Sunday and fixed a water leak.

The Police Department will be hosting National Night Out with the Dickinson County Sheriff's Office on August 3rd. There will be a free swim and the departments will be cooking and serving hotdogs.

The Pre-Construction meeting for the Police Department remodel will be by July 20th. This should provide us with a start date.

Considering the construction that will be going on directly overhead the conference room, it has been suggested that the Commission Study Sessions remain in the library until at least the remodel is finished.

The new benches and trash cans were assembled and installed by the Public Works and Fire Departments last week.

Just a reminder that KSN news will be live tonight for their 5 p.m. and 6 p.m. newscasts from Little Ike Park. It is part of the stations Summer Road Trip Series.

Adjournment

12. Consideration of a motion to adjourn the July 12, 2021, City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Shafer to adjourn at 4:37 p.m.
Roll call vote: Marshall YES, Ostermann YES, Shafer YES, Rein YES. Motion carried
unanimously 4-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr
Interim City Clerk



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

7/26/21

Originating Department

Public Works/Administration

Prepared By:

Ron Marsh – City Manager

Approved For Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Addendum to Real Estate Agreement with Wilson Hay, Inc.

BACKGROUND:

At the June 14, 2021 commission meeting, the City Commission approved a real estate agreement with Wilson Hay, Inc. for a land swap to construct Well #23.

In the original agreement the closing date was set on or before 7/16/21, with surveyed legal descriptions for the property still in process. The surveyed legal descriptions were not completed by that date and the closing date was moved on or before August 6, 2021. The surveyed legal descriptions have been completed and replace the legal descriptions contained in the initial agreement.

No other changes have been made to the agreement.

FISCAL NOTE:

None

COMMISSION ACTION:

Approve the addendum to the real estate agreement with Wilson Hay, Inc.

ADDENDUM TO REAL ESTATE AGREEMENT

This Addendum is made and entered into as of this 26th day of July, 2021, by and between the City of Abilene, Kansas, a Kansas municipal corporation (the “City”) and Warren Wilson Hay, Inc., a Kansas corporation (“Wilson”).

RECITALS:

A. The parties executed a Real Estate Agreement dated June 14, 2021 (“Agreement”). Capitalized terms which are not otherwise defined herein shall have the meanings assigned to them in the Agreement.

B. Pursuant to the Agreement, the Closing Date on the Agreement was to be on or before July 16, 2021, unless both parties agree in writing to delay the Closing. In addition, pursuant to the Agreement, it was agreed that the City Property to be conveyed by the City to Wilson would be surveyed, and the surveyed legal descriptions for the City Property would be provided by the City prior to Closing.

C. The parties wish to extend the Closing Date to be on or before August 6, 2021, and to supplement the Agreement with the surveyed legal descriptions for the City Property.

NOW, THEREFORE, the parties agree as follows:

1. **Closing Date and Possession.** Section 6 of the Agreement is revised to read as follows:

6. **Closing Date.** The Closing Date shall be on or before August 6, 2021, unless both parties agree in writing to delay the Closing; provided however, that if marketable title has not been furnished as of that date, then the Closing Date shall be the day following the date on which marketable title has been obtained. “Closing” means the settlement of the obligations of the Parties to each other under this Agreement, including the payment of all amounts then required to be paid, and the delivery of deeds and other instruments in proper form for recording.

2. **Legal Descriptions for City Property.** The legal descriptions for the City Property, as originally described in Exhibit A to the Agreement, are replaced with the surveyed descriptions on Exhibit A.1 attached hereto.

3. **No Other Changes.** Except as otherwise stated in this Addendum, the Agreement, as modified, supplemented, and amended herein, shall continue in full force and effect.

4. **Execution in Counterparts.** This Addendum may be executed in counterparts, all of which taken together shall be deemed one original. Signatures to this Addendum transmitted by facsimile or by electronic transmission shall be valid and effective to bind the party so signing.

IN WITNESS WHEREOF, the parties have signed their names on the day and year first above written.

“CITY”

“WILSON”

CITY OF ABILENE, KANSAS

WARREN WILSON HAY, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A.1
LEGAL DESCRIPTIONS FOR CITY PROPERTY

Tract 1: A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, DICKINSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, ON AN ASSUMED BEARING OF N89°32'11"E A DISTANCE OF 713.00 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 237 PAGE 217 AND RECORDED IN THE REGISTER OF DEEDS OFFICE, DICKINSON COUNTY, KANSAS; THENCE S02°53'59"W ALONG SAID WEST LINE, A DISTANCE OF 560.94 FEET; THENCE CONTINUING ALONG SAID WEST LINE S04°22'18"E A DISTANCE OF 400.93 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE S89°31'54"W ALONG THE EXTENDED NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 263 PAGE 534 AND RECORDED IN THE REGISTER OF DEEDS OFFICE, DICKINSON COUTNY, KANSAS, A DISTANCE OF 408.06 FEET; THENCE N03°00'59"W A DISTANCE OF 2.09 FEET; THENCE N29°04'06"W A DISTANCE OF 521.38 FEET; THENCE S89°43'50"W A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE N00°25'21"W A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING. CONTAINS 587,163 SQ. FT., 13.479 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD.

Tract 2: A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, DICKINSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, ON AN ASSUMED BEARING OF N00°08'23"E A DISTANCE OF 160.54 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND BEING DESCRIBED; THENCE N42°53'50"W A DISTANCE OF 253.29 FEET; THENCE N02°51'14"W A DISTANCE OF 408.50 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND BELONGING TO THE CITY OF ABILENE; THENCE N00°08'23"W ALONG THE EAST LINE OF SAID PROPERTY A DISTANCE OF 566.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE N89°26'54"E ALONG SAID NORTH LINE A DISTANCE OF 91.30 FEET; THENCE S00°08'23"E A DISTANCE OF 35.00 FEET; THENCE N89°26'54"E A DISTANCE OF 100 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE S00°08'23"E ALONG SAID EAST LINE A DISTANCE OF 1127.01 FEET TO THE POINT OF BEGINNING. CONTAINS 195,1487.8 SQ. FT., 4.48 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD.

Tract 3: A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, DICKINSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4 IN SAID SOUTHWEST QUARTER; THENCE ALONG THE NORTH LINE OF SAID LOT 4, ON AN ASSUMED BEARING OF S89°38'41"W A DISTANCE OF 912.12 FEET; THENCE S67°21'19"E A DISTANCE OF 250.80 FEET; THENCE S61°21'198"E A DISTANCE OF 770.22 FEET; THENCE N79°38' 41"E A DISTANCE OF 9.61 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, SAID LINE ALSO BEING THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE N00°34'52"W ALONG SAID EAST LINE A DISTANCE OF 469.74 FEET TO THE POINT OF BEGINNING. CONTAINS 207,117 SQ. FT., 4.75 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD.



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

7/26/21

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

PD/Administration

Ron Marsh – City Manager

AGENDA ITEM HEADING:

Accept donation from the Community Foundation of Dickinson County to purchase new court software and authorize the mayor to sign the License and Services Agreement.

BACKGROUND:

The Community Foundation of Dickinson County graciously approved a donation to the Abilene Police Department for the purchase of new court software. The donation was in the amount of \$45,648.00. This covers all the up-front costs to purchase and install the new software.

The PD will be responsible for the annual maintenance cost of \$8521.00. This is an increase of approximately \$6500 over the maintenance costs of the current software and has been included in the 2022 budget.

Leann Johnson, the Court Administrator, has done the research on court software and talked to software companies, other municipalities, including spending a day observing the software in use at another police department. The software determined to be the best fit for Abilene PD was Incode from Tyler Technologies. Tyler Technologies already supports the PD RMS software, and this will allow for a relatively seamless integration between the court software and RMS.

Included in this action is approval authorizing the mayor to sign the License and Services Agreement with Tyler Technologies.

FISCAL NOTE:

\$8521.00 annual maintenance cost

COMMISSION ACTION:

Accept the donation from the Community Foundation of Dickinson County and authorize the mayor to sign the License and Services Agreement with Tyler Technologies.



LICENSE AND SERVICES AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“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 Abilene, Kansas.
- **“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 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.
- **“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. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
 4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you

the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
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.**

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	Web Services - Hosted Application Terms
Exhibit E	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 Abilene

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 Abilene
PO Box 519
Abilene, KS 67410

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: John Hardin
 Quote Expiration: 2/14/2021
 Quote Name: City of Abilene KS - Court
 Quote Number: 2020-115198
 Quote Description: City of Abilene KS - Court On Premise

Sales Quotation For

City of Abilene
 PO Box 519
 Abilene , KS 67410-0519

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode Court Suite						
Criminal Court Case Mgt	\$6,600	52	\$6,760	\$0	\$13,360	\$1,650
Cashiering	\$0	4	\$520	\$0	\$520	\$0
Scheduling	\$4,000	0	\$0	\$0	\$4,000	\$1,000
Citation Issuing Device Interface	\$0	0	\$0	\$0	\$0	\$0
Collection Agency Export Interface	\$1,650	0	\$0	\$0	\$1,650	\$413
Output Director	\$2,750	8	\$1,040	\$0	\$3,790	\$688
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	\$7,153	32	\$4,160	\$0	\$11,313	\$1,788
<i>Sub-Total:</i>	\$22,153		\$12,480	\$0	\$34,633	\$5,539
<i>Less Discount:</i>	\$2,215					
TOTAL:	\$19,938	96	\$12,480	\$0	\$32,418	\$5,539

Tyler Software and Related Services - Annual

Tyler Software and Related Services - Annual		One Time Fees				
Description		Impl. Hours	Impl. Cost	Annual Fee	Discount	Net Annual Fee
Incode Court Suite						
Court Case Resolution Bundle		0	\$0	\$0	\$0	\$0
Tyler Hosted Applications						
Virtual Court		0	\$0	\$2,200	\$0	\$2,200
Tyler U		0	\$0	\$554	\$55	\$499
	Sub-Total:		\$0	\$2,754	\$55	\$2,699
	TOTAL:	0	\$0	\$2,754	\$55	\$2,699

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$5,000	\$5,000	\$0
Custom Conversion - Master Names Only	1	\$1,000	\$1,000	\$0
Online Application -Set up fee	1	\$800	\$800	\$0
TOTAL:			\$6,800	\$0

3rd Party Hardware, Software and Services

2020-115198 -City of Abilene KS - Court On Premise

CONFIDENTIAL

1 of 3

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	\$1,050	\$0	\$1,050	\$203	\$0	\$203
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	1	\$400	\$0	\$400	\$80	\$0	\$80
TOTAL:				\$1,450			\$283

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$19,938	\$5,539
Total Tyler Annual	\$0	\$2,699
Total Tyler Services	\$19,280	\$0
Total Third Party Hardware, Software and Services	\$1,450	\$283
Summary Total	\$40,668	\$8,521
Estimated Travel Expenses	\$4,980	

Comments

- Citation Interface is with Tyler New World - License Fee and Maintenance waived
- A fee is paid by the defendant for each transaction processed through Incode Court Online or Court IVR:
 - \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions.
 - A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted
 - Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Incode Court Online, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail.
- Court Case Resolution Bundle includes: Incode Court Online Case Resolution, Court IVR and Notifications for Court
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



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. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 *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.
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*:

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

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

Support Availability

Standard Support

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.

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

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times 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.

For some Tyler solutions, 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.

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

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

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

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

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

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

Remote Support Tool

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



Exhibit D

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 E
Statement of Work

City of Abilene KS

SOW from Tyler Technologies, Inc.

7/6/2021

Presented to:
Leann Johnson
P.O. Box 519
Abilene, KS 67410

Contact:
John Hardin
Email: John.Hardin@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 Client (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
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

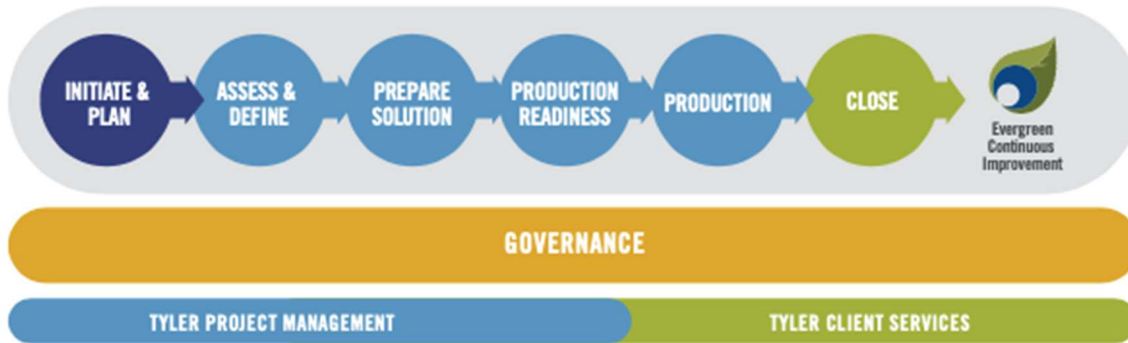
1.3 Methodology

This is accomplished by City 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 Client’s complexity and organizational needs.



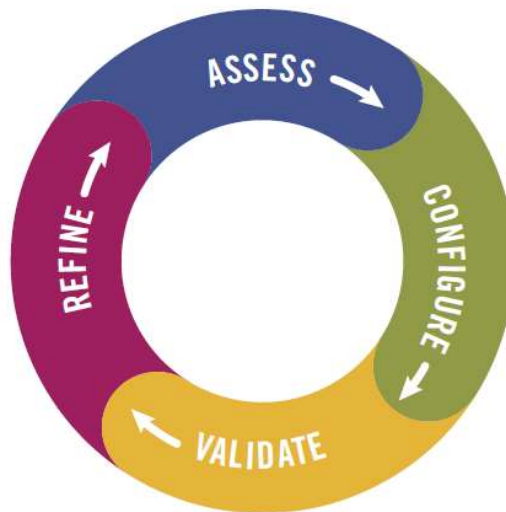
Tyler's Six Stage Project Methodology



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

To achieve Project success, it is imperative that both City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where City'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 efficiently and effectively complete the Project.



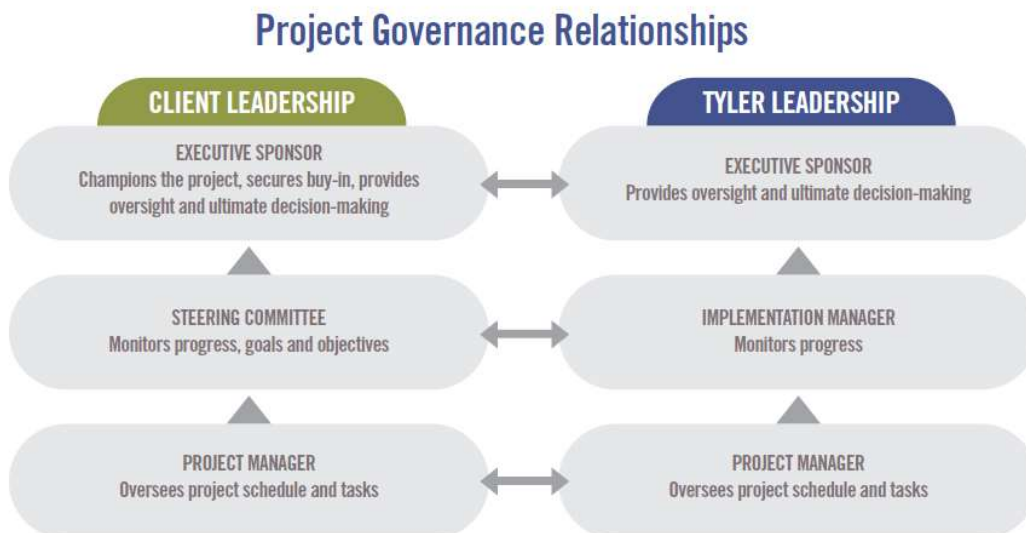
Part 2: Project Foundation

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 adequately 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.

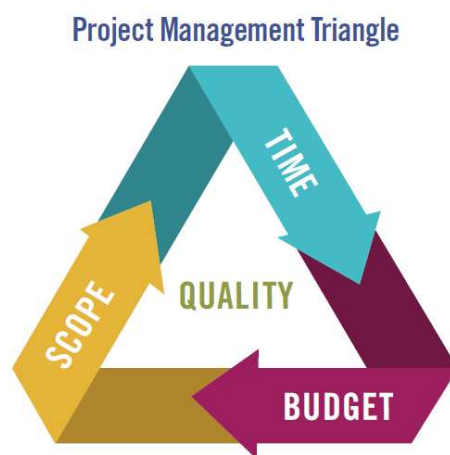
The chart below illustrates an overall team perspective where Tyler and City collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation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

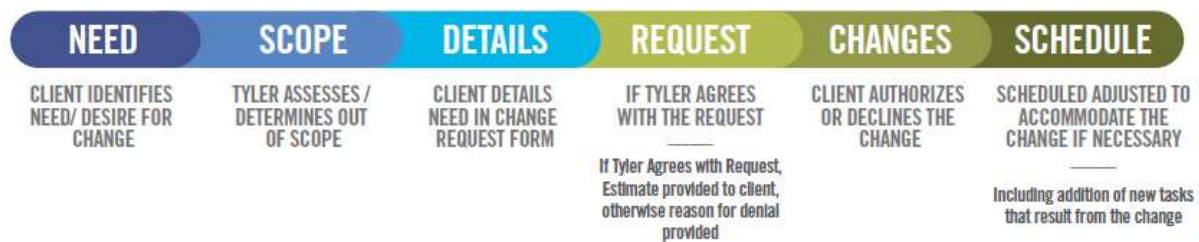
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to City; for example, City 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 City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

City 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 City). 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 office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City 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 client feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City 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 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 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 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 does not agree the particular Deliverable or Control Point meets requirements, the City 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 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 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 City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at City, but are roles defined within the Project. It is common for individual resources on both the Tyler and client 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 Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler



department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to City'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 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 client, the Tyler Project Manager provides regular updates to the client 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 City 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 City 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 City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to City any items that may impact the outcomes of the Project.
- Collaborates with City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both City and Tyler, in understanding the goals, objectives, current 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 City through software validation process following configuration.
- Assists during Go-Live process and provides support until City transitions to Client Services.
- Facilitates training sessions and discussions with City 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.



5.2 City Roles & Responsibilities

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

5.2.1 City Executive Sponsor

The City 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, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for City.

- 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 Steering Committee

The City 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 project manager and Project as a whole through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also 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 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 Policies
 - Needs of other client projects

5.2.3 City Project Manager

City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When City 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 client project manager(s) are responsible for reporting to client 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 City 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 City 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 City 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 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 technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order 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 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 City 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 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 Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend Current & Future State 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 City staff during and after implementation.



- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City 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 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 City'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 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 City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City 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.



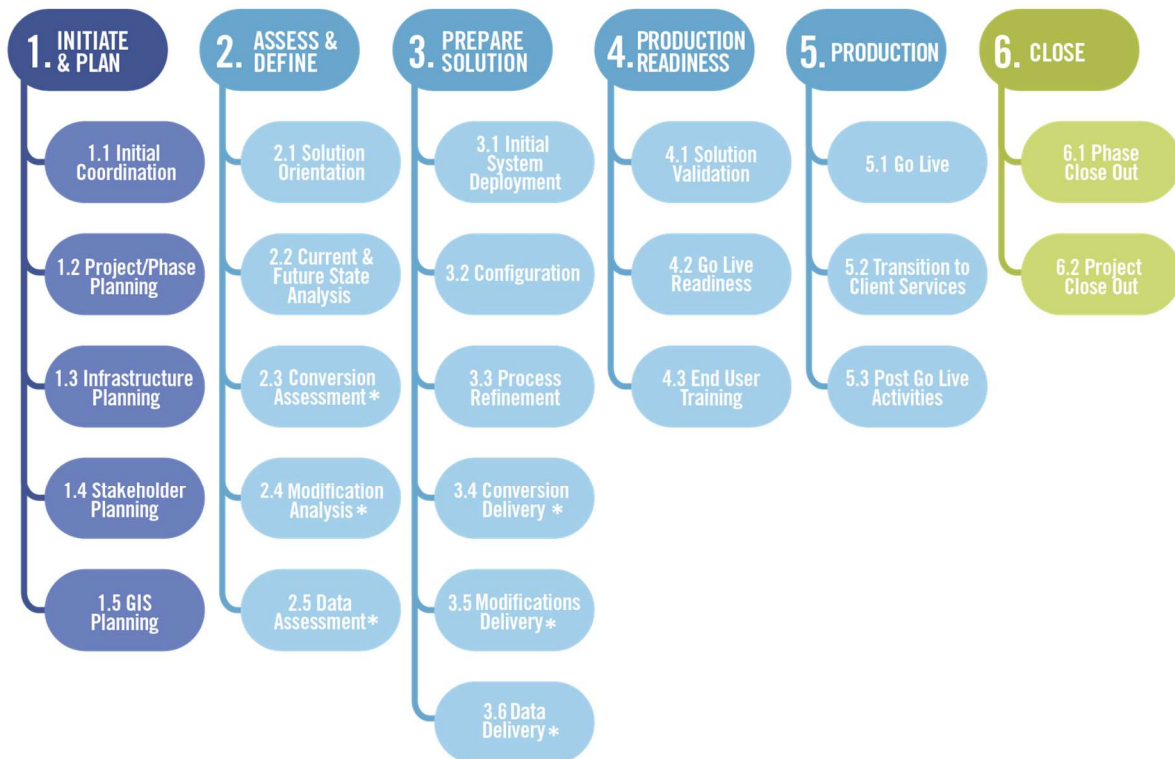
Part 3: Project Plan

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 City.

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 City 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. City 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 City's team. During this step, Tyler will work with City 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 client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
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						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to City		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						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Client								
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		C	C	I				
	Schedule and conduct planning session(s)																



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 provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City 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 will be responsible for the setup of the infrastructure. Tyler will install Licensed Software on application server(s) or train City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

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

STAGE 1	Infrastructure Planning																
	Tyler								Client								
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:

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

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City 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 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								Client								
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
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 City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. City 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 team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City 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 City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
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.

City 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 will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client'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							Client									
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
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	Client 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 attendees possess sufficient knowledge and authority to make future state decisions.
- City is responsible for any documentation of current state business processes.
- Client is able to 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														
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								Client						
	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
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	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client 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 City representatives to identify business rules before writing the conversion.
- City 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 client 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:

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

STAGE 3	Initial System Deployment (On-Premise)																
	Tyler							Client									
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
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 Client Devices (if applicable)			I				C											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 devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (If Applicable)	

Work package assumptions:

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

On-Premise:

- The City 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 does not meet minimum standards of Tyler's published specifications.
- The City 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 City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

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

STAGE 3	Configuration	
	Tyler	Client



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 Client 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. City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

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

Objectives:

- Ensure that City 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								Client								
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 (Client 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 client-specific process documentation (if applicable)			I	C							A	R		C			
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 client-specific process documentation (completed by City)	

Work package assumptions:

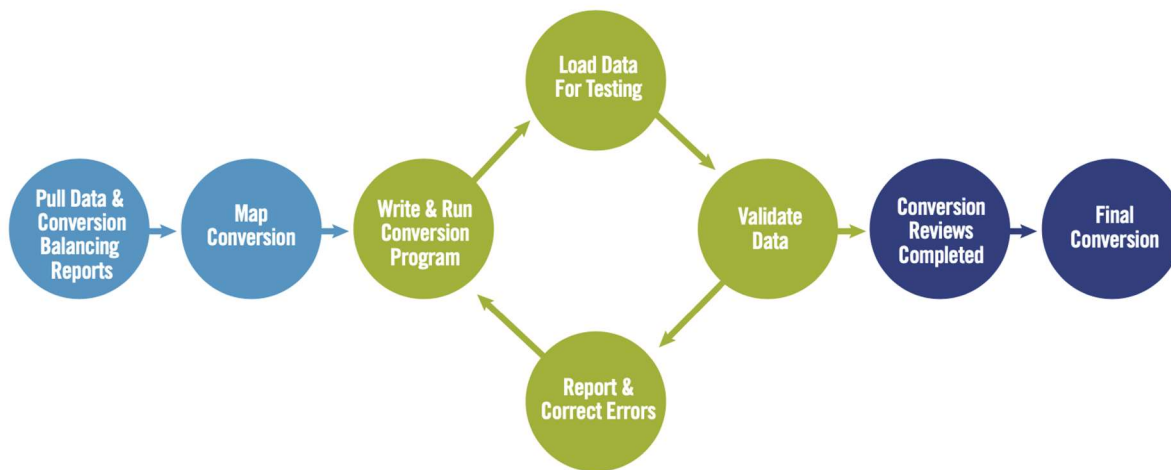
- None



6.3.4 Conversion Delivery

The purpose of this task is to transition the City'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 will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City 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								Client								
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
			A	C	R						I	I		I			
Provide data crosswalks/code mapping tool																	



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 will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City 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 client 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 client 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 City 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 City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Client								
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 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 City 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 client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and City 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																
	Tyler								Client								
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
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	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to City
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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.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client 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.
- City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
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 (Client-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 signoff that training was delivered



Work package assumptions:

- The City 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 City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- City 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 City 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 City 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, City and Tyler will complete work assigned to prepare for Go-Live.

City 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, City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with City during Go-Live activities. City 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.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Client								
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	Client confirms data is available in production environment

Work package assumptions:

- City 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 Client business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City 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 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 City onto the Tyler Client Services team, who provides City with assistance following Go-Live, officially transitioning City to operations and maintenance.

Objectives:

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

STAGE 5	Transition to Client Services																
	Tyler								Client								
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
Transfer client 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
--------	-----------------------

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								Client								
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
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. City 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 City for systems implemented in the Phase.

Objectives:

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

STAGE 6	Phase Close Out																
	Tyler								Client								
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	Client
	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 City 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 City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
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
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City 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	Client 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 City 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 number of 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 Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order 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 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, City 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 City to make process changes.
- City 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 is responsible for managing Organizational Change. Impacted Client 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 client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and City 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.
- City 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.
- City makes timely Project related decisions in order 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.
- City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- City 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.
- City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with City representatives to identify business rules before writing the conversion. City 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 client 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 Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- City 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

9.1.1 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.



10. Additional Appendices

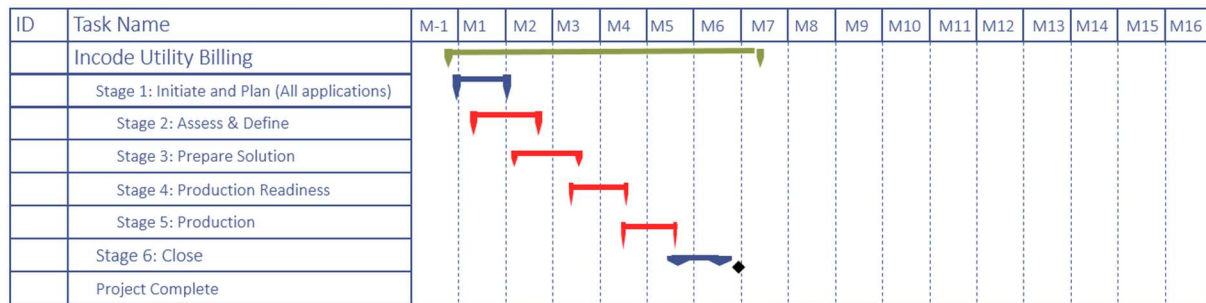
10.1 Intentionally left blank.

11. Project Timeline

11.1 Incode Court Timeline



Implementation Schedule: Incode Court Implementation



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 Intentionally left blank.



2022

CERTIFICATE

To the Clerk of Dickinson County, State of Kansas

We, the undersigned, officers of

City of Abilene

- certify that: (1) the hearing mentioned in the attached publication was held;
 (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2022; and
 (3) the Amounts(s) of 2021 Ad Valorem Tax are within statutory limitations.

			2022 Adopted Budget		
			Budget Authority	Amount of 2021	County
			for Expenditures	Ad Valorem	Clerk's
				Tax	Use Only
Table of Contents:					
Allocation of MVT, RVT, 16/20M Veh Tax		2			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Lease-Purchases		5			
Computation to Determine State Library Grant		7			
Fund	K.S.A.				
General	12-101a	7	6,508,568	1,708,964	
Debt Service	10-113	8	532,338	343,070	
Library	12-1220	8	523,531	476,669	
Airport	3-113a	9	774,600	59,328	
Fire Apparatus	12-110c	9	137,925	117,892	
Capital Improvement	12-1, 118	10	367,620	251,741	
		10			
Special Highway		11	789,895		
Sales Tax Street		11	1,022,856		
Recycle		13	277,793		
Storm Water			534,021		
Special Parks & Recreation			65,167		
Special Alcohol & Drug			20,037		
Special Revenue Comm Ctr		14			
Special Revenue Library/Pool		14	72,196		
8th Street Project		15	233,037		
ARPA Fund		15	940,732		
Water		16	2,775,874		
Sewer		17	2,544,470		
Recreation Commission		18	1,098,740		
Convention & Visitors Bureau		19	292,841		
Non-Budgeted Funds-A		20			
Totals		xxxxx	19,512,241	2,957,664	
					County Clerk's Use Only
Budget Summary		21			
Neighborhood Revitalization Rebate		22			Nov 1, 2021 Total Assessed Valuation

Assisted by:

Address:

Email:

Attest: _____, 2021

County Clerk

Governing Body

CPA Summary

City of Abilene

2022

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Fund for 2021	Ad Valorem Levy Tax Year 2020	Allocation for Year 2022				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	1,970,203	183,070	3,315	899	5,382	1,030
Debt Service	310,964	28,895	523	142	850	163
Library	476,669	44,292	802	217	1,302	249
Airport	24,872	2,311	42	11	68	13
Fire Apparatus	110,952	10,310	187	51	303	58
Capital Improvement	64,005	5,947	108	29	175	33
TOTAL	2,957,665	274,825	4,977	1,349	8,080	1,546

County Treas Motor Vehicle Estimate	274,825				
County Treas Recreational Vehicle Estimate		4,977			
County Treas 16/20M Vehicle Estimate			1,349		
County Treas Commercial Vehicle Tax Estimate				8,080	
County Treas Watercraft Tax Estimate					1,546

Motor Vehicle Factor	0.09292				
Recreational Vehicle Factor		0.00168			
16/20M Vehicle Factor			0.00046		
Commercial Vehicle Factor				0.00273	
Watercraft Factor					0.00052

City of Abilene

2022

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2021	Date Due		Amount Due 2021		Amount Due 2022	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
First Street	3/25/2011	9/1/2021	1.5-3.0	2,200,000	250,000	3-1, 9-1	9/1	7,500	250,000	0	0
2013 Fire Truck	2/27/2013	9/1/2023	1.00-1.90	460,000	145,000	3-1, 9-1	9/1	2,547	45,000	1,850	50,000
Dawson Cottage Addition	8/13/2015	9/1/2025	.70-2.45	245,000	125,000	3-1, 9-1	9/1	2,713	25,000	2,238	25,000
Highlands/Cedar/East/Daws	7/6/2017	9/1/2040	3.00-4.00	4,290,000	3,690,000	3-1, 9-1	9/1	128,400	205,000	122,250	210,000
8th Street/WTP/Sewer	7/15/2019	9/1/2039	2.35	2,725,000	2,725,000	3-1, 9-1	9/1	99,550	0	99,550	110,000
WWTP	12/20/2019	3/1/2028	2.58	3,945,000	3,700,000	3-1, 9-1	9/1	130,725	400,000	114,425	415,000
Total G.O. Bonds					10,635,000			371,435	925,000	340,313	810,000
Revenue Bonds:											
PBC Hospital Bond	12/14/2017	12/1/2035	2.00-5.00	17,405,000	17,070,000	6-1, 12-1	12/1	680,494	185,000	980,000	674,944
Total Revenue Bonds					17,070,000			680,494	185,000	980,000	674,944
Other:											
Total Other					0			0	0	0	0
Total Indebtedness					27,705,000			1,051,929	1,110,000	1,320,313	1,484,944

City of Abilene

2022

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1, 2021	Payments Due 2021	Payments Due 2022
Motor Grader	2/9/2015	83	3.20	138,000	25,603	26,224	0
Dump Truck	5/1/2017	60	3.00	91,899	38,420	20,090	20,090
Street Sweeper	9/1/2018	84	3.80	168,180	107,824	24,026	24,026
Fire Truck	9/1/2018	84	2.64	433,212	382,858	72,997	71,439
Water Meter	11/13/2018	84	1.75	740,000	537,849	120,714	113,327
Totals					1,092,554	264,051	228,882

***If you are merely leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.

**WORKSHEET FOR STATE GRANT-IN-AID TO PUBLIC LIBRARIES AND
REGIONAL LIBRARY SYSTEMS**

Budgeted Year: 2022

Library found in: City of Abilene
Dickinson County

Two tests are used to determine eligibility for State Library Grant. If the grant is approved, then the municipality's library will be paid the grant on February 15 of each year.

First test:

	Current Year	Proposed Year
	<u>2021</u>	<u>2022</u>
Ad Valorem	\$476,669	\$476,669
Delinquent Tax	\$0	\$0
Motor Vehicle Tax	\$43,516	\$44,292
Recreational Vehicle Tax	\$724	\$802
16/20M Vehicle Tax	\$152	\$217
LAVTR	\$0	\$0
	<u>\$0</u>	<u>\$0</u>
TOTAL TAXES	\$521,061	\$521,980
Difference in Total Taxes:	\$919	
Qualify for grant:	Qualify	

Second test:

Assessed Valuation	\$57,988,135	\$59,329,974
Did Assessed Valuation Decrease?	No	
Levy Rate	8.22	8.034
Difference in Levy Rate:	(0.186)	
Qualify for grant:	Not Qualify	

Overall does the municipality qualify for a grant? **Qualify**

If the municipality would not have qualified for a grant, please see the below narrative for assistance from the State Library.

Adopted Budget General	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Resources Available:	6,603,569	6,778,017	4,799,604
Expenditures:			
General Government	974,533	696,835	801,652
Police	1,226,170	1,384,657	1,465,175
Fire	827,086	823,094	1,081,736
Streets	566,349	666,308	690,753
Flood Control	106,998	165,934	143,730
Parks	282,568	326,912	349,300
Swimming Pool	12,500	19,500	20,000
Planning and Zoning	71,046	129,041	142,738
Inspection	108,185	138,161	150,093
Municipal Court	146,649	193,490	203,551
Senior Center	31,674	38,077	38,090
Facilities (Civic Center)	49,180	46,250	46,750
Land Bank	0	25,000	25,000
0	0	0	0
0	0	0	0
0	0	0	0
Subtotal detail (Should agree with detail)	4,402,938	4,653,259	5,158,568
Transfer to Equipment Reserve	355,000	310,000	325,000
Transfer to CVB	25,000	25,000	25,000
Cash Forward (2022 column)			1,000,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	4,782,938	4,988,259	6,508,568
Unencumbered Cash Balance Dec 31	1,820,631	1,789,758	xxxxxxxxxxxxxxxxxxxxx
2020/2021/2022 Budget Authority Amount	6,255,598	5,988,259	6,508,568
Non-Appropriated Balance			
Total Expenditure/Non-Aprpr Balance			6,508,568
Tax Required			1,708,964
Delinquent Comp Rate: 0.0%			0
Amount of 2021 Ad Valorem Tax			1,708,964

CPA Summary

City of Abilene

2022

Adopted Budget General Fund - Detail Page 1	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Expenditures:			
General Government			
Personnel	296,356	356,196	377,145
Contractual	58,493	65,500	65,500
Operations	619,563	225,139	259,007
Capital Outlay	121	50,000	100,000
Total	974,533	696,835	801,652
Police			
Personnel	1,060,736	1,221,757	1,285,175
Contractual	0	0	0
Operations	156,125	162,900	180,000
Capital Outlay	9,309	0	0
Total	1,226,170	1,384,657	1,465,175
Fire			
Personnel	729,827	725,769	974,411
Contractual	0	0	0
Operations	76,293	97,325	107,325
Capital Outlay	20,966	0	0
Total	827,086	823,094	1,081,736
Streets			
Personnel	247,496	297,208	306,153
Contractual	0	0	0
Operations	318,853	369,100	384,600
Capital Outlay	0	0	0
Total	566,349	666,308	690,753
Flood Control			
Personnel	77,093	124,234	95,030
Contractual	0	0	0
Operations	29,905	41,700	48,700
Capital Outlay	0	0	0
Total	106,998	165,934	143,730
Parks			
Personnel	200,357	219,812	237,450
Contractual	0	0	0
Operations	75,799	92,100	96,850
Capital Outlay	6,412	15,000	15,000
Total	282,568	326,912	349,300
Swimming Pool			
Personnel	0	0	0
Contractual	0	0	0
Operations	12,500	19,500	20,000
Capital Outlay	0	0	0
Total	12,500	19,500	20,000
Planning and Zoning			
Personnel	56,333	94,441	95,488
Contractual	0	0	0
Operations	14,713	9,600	12,250
Capital Outlay	0	25,000	35,000
Total	71,046	129,041	142,738
Page 1 - Total	4,067,250	4,212,281	4,695,084

City of Abilene

2022

Adopted Budget General Fund - Detail Page 2	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Expenditures:			
Inspection			
Personnel	71,454	80,361	83,443
Contractual	6,000	30,000	35,000
Operations	30,731	27,800	31,650
Capital Outlay	0	0	0
Total	108,185	138,161	150,093
Municipal Court			
Personnel	74,207	78,765	81,026
Contractual	43,500	60,000	60,000
Operations	28,942	54,725	62,525
Capital Outlay	0	0	0
Total	146,649	193,490	203,551
Senior Center			
Personnel	3,896	6,477	6,490
Contractual	10,082	7,500	7,500
Operations	17,646	19,100	19,100
Capital Outlay	50	5,000	5,000
Total	31,674	38,077	38,090
Facilities (Civic Center)			
Personnel	0	0	0
Contractual	0	0	0
Operations	37,128	35,250	35,750
Capital Outlay	12,052	11,000	11,000
Total	49,180	46,250	46,750
Land Bank			
Personnel	0	0	0
Contractual	0	0	0
Operations	0	25,000	25,000
Capital Outlay	0	0	
Total	0	25,000	25,000
Total	0	0	0
Total	0	0	0
Total	0	0	0
Page 2 -Total	335,688	440,978	463,484
Page 1 -Total	4,067,250	4,212,281	4,695,084
Grand Total	4,402,938	4,653,259	5,158,568

(Note: Should agree with general sub-totals.)

City of Abilene

2022

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Debt Service	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	278,346	221,447	37,695
Receipts:			
Ad Valorem Tax	477,354	310,964	xxxxxxxxxxxxxxxx
Delinquent Tax	7,255	7,500	5,000
Motor Vehicle Tax	49,607	45,661	28,895
Recreational Vehicle Tax		759	523
16/20M Vehicle Tax		160	142
Commercial Vehicle Tax		1,444	850
Watercraft Tax		223	163
Special Assessments	119,322	125,000	115,000
Interest Income	2,570	1,000	1,000
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	656,108	492,711	151,573
Resources Available:	934,454	714,158	189,268
Expenditures:			
GO Bond 2011 1st Street	259,238	257,500	0
GO Bond 2015A Dawson Cottage	28,127	27,713	27,238
GO Bond 2017 Highlands/Cedar/East/Daw	339,550	333,400	332,250
GO Bond 2019A 8th Street	86,092	57,850	122,850
Cash Basis Reserve (2022 column)			50,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	713,007	676,463	532,338
Unencumbered Cash Balance Dec 31	221,447	37,695	xxxxxxxxxxxxxxxx
2020/2021/2022 Budget Authority Amount	747,036	744,109	532,338
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		532,338
	Tax Required		343,070
Delinquent Comp Rate:	0.0%		0
Amount of 2021 Ad Valorem Tax			343,070

Adopted Budget Library	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Ad Valorem Tax	455,037	476,669	xxxxxxxxxxxxxxxx
Delinquent Tax	6,659	0	0
Motor Vehicle Tax	51,758	43,516	44,292
Recreational Vehicle Tax		724	802
16/20M Vehicle Tax		152	217
Commercial Vehicle Tax		1,377	1,302
Watercraft Tax		212	249
Non Tax Revenue	0	0	0
Grants	0	0	0
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	513,454	522,650	46,862
Resources Available:	513,454	522,650	46,862
Expenditures:			
Appropriation to Library	513,454	522,650	523,531
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	513,454	522,650	523,531
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxx
2020/2021/2022 Budget Authority Amount	533,035	522,650	523,531
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		523,531
	Tax Required		476,669
Delinquent Comp Rate:	0.0%		0
Amount of 2021 Ad Valorem Tax			476,669

CPA Summary

City of Abilene

2022

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Airport	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1	67,804	309,304	345,327
Receipts:			
Ad Valorem Tax	10,453	24,872	xxxxxxxxxxxxxxxx
Delinquent Tax	470	500	
Motor Vehicle Tax	1,844	995	2,311
Recreational Vehicle Tax		17	42
16/20M Vehicle Tax		3	11
Commercial Vehicle Tax		31	68
Watercraft Tax		5	13
Intergovernmental Revenue (FAA/KDOT)	75,851	223,000	360,000
Reimbursed Expense/Contract Payments	235,853	15,000	7,500
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Receipts			
Total Receipts	324,471	264,423	369,945
Resources Available:	392,275	573,727	715,272
Expenditures:			
Personnel	0	0	0
Contractual	5,662	6,500	6,500
Operations	33,745	26,900	35,000
Capital Outlay	42,564	193,000	700,000
Transfer to Equipment Reserve	1,000	2,000	2,000
Cash Forward (2022 column)			31,100
Miscellaneous			
Does miscellaneous exceed 10% Total Expenditures			
Total Expenditures	82,971	228,400	774,600
Unencumbered Cash Balance Dec 31	309,304	345,327	xxxxxxxxxxxxxxxx
2020/2021/2022 Budget Authority Amount	116,400	485,400	774,600
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		774,600
	Tax Required		59,328
Delinquent Comp Rate:	0.0%		0
Amount of 2021 Ad Valorem Tax			59,328

Adopted Budget	Prior Year	Current Year	Proposed Budget
Fire Apparatus	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1	18,342	7,119	9,124
Receipts:			
Ad Valorem Tax	99,837	110,952	xxxxxxxxxxxxxxxx
Delinquent Tax	1,105	1,500	0
Motor Vehicle Tax	8,986	9,557	10,310
Recreational Vehicle Tax		159	187
16/20M Vehicle Tax		33	51
Commercial Vehicle Tax		302	303
Watercraft Tax		47	58
Neighborhood Revitalization Rebate			0
Miscellaneous	1		
Does miscellaneous exceed 10% Total Receipts			
Total Receipts	109,929	122,550	10,909
Resources Available:	128,271	129,669	20,033
Expenditures:			
2013 Ladder Truck	48,155	47,548	51,850
2019 Fire Truck Lease Purchase (7 Year)	72,997	72,997	71,075
Cash Forward (2022 column)			15,000
Miscellaneous			
Does miscellaneous exceed 10% Total Expenditures			
Total Expenditures	121,152	120,545	137,925
Unencumbered Cash Balance Dec 31	7,119	9,124	xxxxxxxxxxxxxxxx
2020/2021/2022 Budget Authority Amount	131,152	132,545	137,925
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		137,925
	Tax Required		117,892
Delinquent Comp Rate:	0.0%		0
Amount of 2021 Ad Valorem Tax			117,892

CPA Summary

City of Abilene

2022

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Capital Improvement	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1	367,345	362,712	24,087
Receipts:			
Ad Valorem Tax	23,775	64,005	xxxxxxxxxxxxxxxx
Delinquent Tax	465	500	500
Motor Vehicle Tax	2,938	2,277	5,947
Recreational Vehicle Tax		38	108
16/20M Vehicle Tax		8	29
Commercial Vehicle Tax		72	175
Watercraft Tax		11	33
Tax Credits		9,464	85,000
Neighborhood Revitalization Rebate			0
Miscellaneous	31		
Does miscellaneous exceed 10% Total Receipts			
Total Receipts	27,209	76,375	91,792
Resources Available:	394,554	439,087	115,879
Expenditures:			
Capital Outlay	31,842		
2021 CIP City Building		415,000	
Facility Maintenance & Reserve			350,000
Cash Forward (2022 column)			17,620
Miscellaneous			
Does miscellaneous exceed 10% Total Expenditures			
Total Expenditures	31,842	415,000	367,620
Unencumbered Cash Balance Dec 31	362,712	24,087	xxxxxxxxxxxxxxxx
2020/2021/2022 Budget Authority Amount	442,993	437,000	367,620
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		
	Tax Required		
Delinquent Comp Rate:	0.0%		
Amount of 2021 Ad Valorem Tax			

Adopted Budget	Prior Year	Current Year	Proposed Budget
0	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Receipts			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Expenditures			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxx
2020/2021/2022 Budget Authority Amount	0	0	0
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		
	Tax Required		
Delinquent Comp Rate:	0.0%		
Amount of 2021 Ad Valorem Tax			

CPA Summary

City of Abilene

2022

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Highway	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1	248,909	257,196	315,398
Receipts:			
State of Kansas Gas Tax	162,673	160,330	159,460
County Transfers Gas	0	0	0
KDOT - Federal Fund Exchange	128,717	83,872	80,000
Transfer from 8th Street Project Fund			233,037
Miscellaneous	8,465	2,000	2,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	299,855	246,202	474,497
Resources Available:	548,764	503,398	789,895
Expenditures:			
Operations	42,885	48,000	48,000
Contractual Services	86,778	75,000	75,000
Capital Outlay	161,905	65,000	650,000
Cash Forward (2022 column)			16,895
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	291,568	188,000	789,895
Unencumbered Cash Balance Dec 31	257,196	315,398	0
2020/2021/2022 Budget Authority Amount	478,874	507,180	789,895

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Sales Tax Street	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1	523,671	722,856	647,856
Receipts:			
Sales Tax Distribution	359,058	375,000	375,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	359,058	375,000	375,000
Resources Available:	882,729	1,097,856	1,022,856
Expenditures:			
Street Projects	159,873	450,000	1,000,000
Cash Forward (2022 column)			22,856
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	159,873	450,000	1,022,856
Unencumbered Cash Balance Dec 31	722,856	647,856	0
2020/2021/2022 Budget Authority Amount	766,975	988,671	1,022,856

CPA Summary

City of Abilene

2022

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Parks & Recreation	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1	48,229	58,667	55,167
Receipts:			
Alcohol Tax	10,037	10,000	10,000
Gifts and Donations	1,306	0	0
Miscellaneous	4	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	11,347	10,000	10,000
Resources Available:	59,576	68,667	65,167
Expenditures:			
Capital Outlay	909	13,500	65,167
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	909	13,500	65,167
Unencumbered Cash Balance Dec 31	58,667	55,167	0
2020/2021/2022 Budget Authority Amount	47,413	76,229	65,167

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Special Alcohol & Drug	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1	7,454	10,037	10,037
Receipts:			
Alcohol Tax	10,037	10,000	10,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	10,037	10,000	10,000
Resources Available:	17,491	20,037	20,037
Expenditures:			
Awards and Contributions	7,454	10,000	10,000
Cash Forward (2022 column)			10,037
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	7,454	10,000	20,037
Unencumbered Cash Balance Dec 31	10,037	10,037	0
2020/2021/2022 Budget Authority Amount	21,316	28,000	20,037

CPA Summary

City of Abilene

2022

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Recycle	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	157,589	172,713	166,793
Receipts:			
Charges for Service	100,480	94,000	95,000
Sale of Merchandise	9,766	15,000	15,000
Grants	10,568	0	0
Miscellaneous	725	1,000	1,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	121,539	110,000	111,000
Resources Available:	279,128	282,713	277,793
Expenditures:			
Personnel	0		
Operations	25,277	26,720	43,220
Contractual Services	56,438	75,000	75,000
Capital Outlay	0	0	100,000
Transfer to Equipment Reserve	20,000	9,500	9,500
Franchise Transfer to General Fund	4,700	4,700	4,750
Cash Forward (2022 column)			45,323
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	106,415	115,920	277,793
Unencumbered Cash Balance Dec 31	172,713	166,793	0
2020/2021/2022 Budget Authority Amount	243,248	246,995	277,793

Adopted Budget

Storm Water	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	571,050	612,321	466,971
Receipts:			
Storm Drain Fee	67,448	68,000	67,000
Miscellaneous	48	50	50
Does miscellaneous exceed 10% Total Rec			
Total Receipts	67,496	68,050	67,050
Resources Available:	638,546	680,371	534,021
Expenditures:			
Contractual Services	6,559	10,000	15,000
Capital Outlay	16,666	200,000	450,000
Franchise Transfer to General Fund	3,000	3,400	3,400
Cash Forward (2022 column)			65,621
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	26,225	213,400	534,021
Unencumbered Cash Balance Dec 31	612,321	466,971	0
2020/2021/2022 Budget Authority Amount	650,897	554,250	534,021

CPA Summary

City of Abilene

2022

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Revenue Comm Ctr	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1	114,186	67,496	0
Receipts:			
Interest	9	3	0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	9	3	0
Resources Available:	114,195	67,499	0
Expenditures:			
Capital Outlay	46,699	0	0
Transfer to General Fund and Close Fund	0	67,499	0
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	46,699	67,499	0
Unencumbered Cash Balance Dec 31	67,496	0	0
2020/2021/2022 Budget Authority Amount	124,931	67,499	0

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Special Revenue Library/Pool	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1	79,962	79,266	72,196
Receipts:			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	79,962	79,266	72,196
Expenditures:			
Capital Outlay	696	7,070	72,196
Cash Forward (2022 column)			0
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	696	7,070	72,196
Unencumbered Cash Balance Dec 31	79,266	72,196	0
2020/2021/2022 Budget Authority Amount	28,368	79,962	72,196

CPA Summary

City of Abilene

2022

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget 8th Street Project	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	1,479,091	238,599	233,037
Receipts:			
Interest Income	128	11	0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	128	11	0
Resources Available:	1,479,219	238,610	233,037
Expenditures:			
Capital Outlay	1,240,620	5,573	0
Transfer to other funds			233,037
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,240,620	5,573	233,037
Unencumbered Cash Balance Dec 31	238,599	233,037	0
2020/2021/2022 Budget Authority Amount	1,479,091	256,235	233,037

Adopted Budget

ARPA Fund	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	0	0	470,366
Receipts:			
American Rescue Plan Funding	0	470,366	470,366
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	470,366	470,366
Resources Available:	0	470,366	940,732
Expenditures:			
ARPA Eligible Expenses	0	0	940,732
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	940,732
Unencumbered Cash Balance Dec 31	0	470,366	0
2020/2021/2022 Budget Authority Amount	0	470,366	940,732

CPA Summary

City of Abilene

2022

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Water	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	993,188	1,017,666	849,884
Receipts:			
Charges for service	1,653,287	1,820,814	1,879,990
Fines and Penalties	10,762	15,000	15,000
Reimbursed Expenses	1,815	1,000	0
Antenna Fees	16,586	17,129	17,500
Miscellaneous	36,106	13,500	13,500
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,718,556	1,867,443	1,925,990
Resources Available:	2,711,744	2,885,109	2,775,874
Expenditures:			
WELLS/PRODUCTION & WTP			
Personnel	276,119	308,447	282,331
Operations	268,006	290,400	314,650
Capital Outlay	0	112,000	80,000
Contractual	0	30,000	20,000
WATER DISTRIBUTION			
Personnel	194,847	235,239	258,735
Operations	328,054	300,700	362,700
Capital Outlay	0	80,000	72,000
Contractual	0	0	0
COMMERCIAL			
Personnel	149,203	159,849	165,017
Operations	135,331	140,000	158,000
Capital Outlay	121	0	0
Contractual	6,717	6,300	7,300
DEBT SERVICE			
Principal & Interest	19,618	31,250	66,250
2019 Bond Expense	316,062	150,000	0
TRANSFERS			
Franchise Transfer to General Fund	0	91,040	94,000
Transfer to Water Equipment Reserve	0	100,000	175,000
Cash Forward (2022 column)			719,891
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,694,078	2,035,225	2,775,874
Unencumbered Cash Balance Dec 31	1,017,666	849,884	0
2020/2021/2022 Budget Authority Amount	2,463,945	2,621,727	2,775,874

CPA Summary

City of Abilene

2022

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Sewer	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	592,161	790,026	893,315
Receipts:			
Charges for Service	1,406,220	1,597,245	1,649,155
Miscellaneous	10,920	2,000	2,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,417,140	1,599,245	1,651,155
Resources Available:	2,009,301	2,389,271	2,544,470
Expenditures:			
COLLECTION			
Personnel	106,049	135,200	147,725
Operations	43,032	50,644	52,144
Capital Outlay	3,058	0	135,000
WASTEWATER TREATMENT PLANT			
Personnel	179,113	206,194	209,890
Operations	255,802	280,176	307,176
Capital Outlay	0	0	45,000
COMMERCIAL			
Personnel	142,043	150,642	155,018
Operations	104,815	124,625	124,000
Capital Outlay	24,601	0	0
Contractual	6,717	7,300	7,300
DEBT SERVICE			
Principal & Interest	354,045	541,175	549,875
2019 Bond Expense	0	0	100,000
TRANSFERS			
Transfer to General Fund	0	0	82,500
Transfer to Sewer Equipment Reserve	0	0	50,000
Cash Forward (2022 column)			578,842
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,219,275	1,495,956	2,544,470
Unencumbered Cash Balance Dec 31	790,026	893,315	0
2020/2021/2022 Budget Authority Amount	1,868,392	2,071,969	2,544,470

CPA Summary

City of Abilene

2022

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Recreation Commission	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	463,146	579,138	542,352
Receipts:			
RECREATION COMMISSION			
Property Tax	338,245	280,800	281,450
License & Fees	106,968	192,625	188,550
Interest Income	42	0	0
Grants	17,450	15,000	15,000
EMPLOYEE BENEFIT			
Property Tax		71,222	71,388
Miscellaneous	2,711	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	465,416	559,647	556,388
Resources Available:	928,562	1,138,785	1,098,740
Expenditures:			
RECREATION COMMISSION			
Administration	179,763	221,396	224,730
Aquatics	64,930	81,450	83,629
Athletics	37,653	109,650	110,900
Community Education	16,248	33,400	33,400
Community Center	50,830	75,500	76,500
Special Projects		0	165,000
Capital Improvements		0	250,000
Employee Benefit		75,037	144,129
Cash Forward (2022 column)			10,452
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	349,424	596,433	1,098,740
Unencumbered Cash Balance Dec 31	579,138	542,352	0
2020/2021/2022 Budget Authority Amount	842,514	921,585	1,098,740

CPA Summary

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Convention & Visitors Bureau	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	42,788	50,187	77,841
Receipts:			
Transient Guest Tax	137,771	175,000	175,000
Charges for Service	7,772	11,000	5,000
Reimbursed Expenses	7,535	6,000	10,000
General Fund Transfer	25,000	25,000	25,000
Miscellaneous	5,171	0	0
Does miscellaneous exceed 10% Total Receipts			
Total Receipts	183,249	217,000	215,000
Resources Available:	226,037	267,187	292,841
Expenditures:			
Personnel	94,248	99,096	110,914
Operations	81,602	80,250	103,750
Capital Improvement	0	10,000	50,000
Cash Forward (2022 column)			28,177
Miscellaneous			
Does miscellaneous exceed 10% Total Expenditures			
Total Expenditures	175,850	189,346	292,841
Unencumbered Cash Balance Dec 31	50,187	77,841	0
2020/2021/2022 Budget Authority Amount	258,101	251,277	292,841

CPA Summary

City of Abilene

NON-BUDGETED FUNDS (A)
(Only the actual budget year for 2020 is to be shown)

2022

Non-Budgeted Funds-A

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Equipment Reserve		Water Equipment Reserve		Sewer Equipment Reserve		Special Law Enforcement				
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	311,592	Cash Balance Jan 1	3,199	Cash Balance Jan 1	432,764	Cash Balance Jan 1	0	Cash Balance Jan 1		747,555
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Interest Income	26			Interest Income	34	Asset Seizure	6,863			
Grants	7,000									
Transfers	376,000									
Total Receipts	383,026	Total Receipts	0	Total Receipts	34	Total Receipts	6,863	Total Receipts	0	389,923
Resources Available:	694,618	Resources Available:	3,199	Resources Available:	432,798	Resources Available:	6,863	Resources Available:	0	1,137,478
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Equipment Purchase	362,252			Capital Outlay	97,658	Capital Outlay	946			
Total Expenditures	362,252	Total Expenditures	0	Total Expenditures	97,658	Total Expenditures	946	Total Expenditures	0	460,856
Cash Balance Dec 31	332,366	Cash Balance Dec 31	3,199	Cash Balance Dec 31	335,140	Cash Balance Dec 31	5,917	Cash Balance Dec 31	0	676,622 **
										676,622 **

**Note: These two block figures should agree.

CPA Summary

NOTICE OF BUDGET HEARING

2022

The governing body of

City of Abilene

will meet on at 4:00 p.m. at Abilene Public Library 209 NW 4th Street, Abilene, KS 67410 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at City Hall 419 N. Broadway, Abilene, KS 67410 and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2022 Expenditures and Amount of 2021 Ad Valorem Tax establish the maximum limits of the 2022 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2020		Current Year Estimate for 2021		Proposed Budget Year for 2022		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2021 Ad Valorem Tax	Estimate Tax Rate *
General	4,782,938	32.063	4,988,259	33.976	6,508,568	1,708,964	28.804
Debt Service	713,007	8.696	676,463	5.363	532,338	343,070	5.782
Library	513,454	8.287	522,650	8.220	523,531	476,669	8.034
Airport	82,971	0.190	228,400	0.429	774,600	59,328	1.000
Fire Apparatus	121,152	1.819	120,545	1.913	137,925	117,892	1.987
Capital Improvement	31,842	0.434	415,000	1.104	367,620	251,741	4.243
Special Highway	291,568		188,000		789,895		
Sales Tax Street	159,873		450,000		1,022,856		
Recycle	106,415		115,920		277,793		
Storm Water	26,225		213,400		534,021		
Special Parks & Recreation	909		13,500		65,167		
Special Alcohol & Drug	7,454		10,000		20,037		
Special Revenue Comm Ctr	46,699		67,499				
Special Revenue Library/Poc	696		7,070		72,196		
8th Street Project	1,240,620		5,573		233,037		
ARPA Fund					940,732		
Water	1,694,078		2,035,225		2,775,874		
Sewer	1,219,275		1,495,956		2,544,470		
Recreation Commission	349,424		596,433		1,098,740		
Convention & Visitors Bureau	175,850		189,346		292,841		
Non-Budgeted Funds-A	460,856						
Totals	12,025,306	51.489	12,339,239	51.005	19,512,241	2,957,664	49.850
Revenue Neutral Rate**							49.855
Less: Transfers	408,700		613,139		929,187		
Net Expenditure	11,616,606		11,726,100		18,583,054		
Total Tax Levied	2,957,097		2,957,665		xxxxxxxxxxxxxxxxxxx		
Assessed							
Valuation	57,431,278		57,988,135		59,329,974		
Outstanding Indebtedness, January 1,	2019		2020		2021		
G.O. Bonds	5,275,000		11,400,000		10,635,000		
Revenue Bonds	17,430,000		17,250,000		17,070,000		
Other	4,628,261		0		0		
Lease Purchase Principal	1,577,594		1,315,953		1,092,554		
Total	28,910,855		29,965,953		28,797,554		

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by 2021 Kansas Senate Bill 13.

Marcus Rothchild
City Official Title: Finance Director

City of Abilene

2022

2022 Neighborhood Revitalization Rebate

Budgeted Funds for 2022	2021 Ad Valorem before Rebate**	2021 Mil Rate before Rebate	Estimate 2022 NR Rebate
General			0
Debt Service			0
Library			0
Airport			0
Fire Apparatus			0
Capital Improvement			0
0			0
0			0
0			0
0			0
0			0
0			0
0			0
TOTAL	0	0.000	0

2021 July 1 Valuation: 59,329,974

Valuation Factor: 59,329.974

Neighborhood Revitalization Subj to Rebate: 0

Neighborhood Revitalization factor: _____

**This information comes from the 2022 Budget Summary page. See instructions tab #13 for completing the Neighborhood Revitalization Rebate table.

City of Abilene
Payroll Expenditures Report
07/23/2021 PR #15

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	84,613.11
051 & 501	OASDI - CITY/EMPLOYEE	\$	14,381.64
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	3,363.44
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	8,274.48
503	KPERS - CITY	\$	5,462.33
056, 057, 059	KPERS EMPLOYEE	\$	3,694.92
		\$	9,157.25
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	158.26
504	KPF - CITY	\$	9,666.27
61	KPF EMPLOYEE	\$	3,031.32
		\$	12,697.59
155	KPF GROUP LIFE- EMPLOYEE	\$	56.27
105 & 540	WADDELL & REED 457 - CITY/EMPLOYEE	\$	1,125.00
204	WADDELL & REED 529 - EMPLOYEE	\$	50.00
110	WADDELL & REED SAVINGS - EMPLOYEE	\$	275.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	4,618.31
120	AFLAC After Tax D&L - EMPLOYEE	\$	127.68
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	575.82
102	VISION CARE DIRECT - EMPLOYEE	\$	80.39
104	VSP VISION PLANS - EMPLOYEE	\$	168.95
140	HEALTH INSURANCE - EMPLOYEE	\$	5,901.44
510	HEALTH INSURANCE - CITY	\$	16,536.79
		\$	22,438.23
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	367.50
506	HEALTH SAVINGS ACCOUNT - CITY	\$	322.50
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	302.14
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	\$	-
215	KS Support order- EMPLOYEE	\$	392.25
206	CA Support order - EMPLOYEE	\$	369.23
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$	1,092.84
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	-
	TOTAL PAYROLL EXPENDITURES	\$	165,028.80

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	Name	Check Date	Check Amt	
002000	Astra Bank checking			
31950	ABILENE REFLECTOR-CHRONIC	7/26/2021	\$200.00	THANK YOU AD FOR LONGHORN DONORS
31951	ABILENE TERMITE & PEST CO	7/26/2021	\$685.00	PEST CONTROL JULY2020-JUNE 2021
31952	APAC, INC - SHEARS	7/26/2021	\$715.15	ASPHALT
31953	BARNHART, CALEB	7/26/2021	\$466.32	MILEAGE TO KLETC TRAINING
31954	JEFF WILKENS	7/26/2021	\$400.00	ROSE GARDEN METAL EDGING
31955	BLAKE, JENNIFER	7/26/2021	\$250.00	REFUND JR COWBOY FB & CREDIT - MOVI
31956	BNSF RAILWAY COMPANY	7/26/2021	\$385.15	YEARLY LEASE SEWER LINE 8/3/21-8/2/22
31957	CATLETT AUTOMOTIVE INC	7/26/2021	\$191.02	DEGREASER
31958	CINTAS	7/26/2021	\$149.49	1ST AID CABINETS @ YARD & WTP
31959	CLARK, VANESSA	7/26/2021	\$40.25	MILEAGE SALINA PICK UP SUPPLIES
31960	CORE & MAIN	7/26/2021	\$1,500.00	EXT. WARRANTY
31961	D S & O RURAL ELECTRIC COOP	7/26/2021	\$116.97	ELECTRIC SERVICE @ WATER TOWER, CL
31962	DELTA INDUSTRIAL SERVICE &	7/26/2021	\$5,059.10	SKID UNIT & DRIP TORCHES
31963	DESIGN CENTRAL, INC	7/26/2021	\$549.81	OFFICE CHAIR - CM
31964	DON'S TIRE & SUPPLY	7/26/2021	\$217.50	#12 FLAT REPAIR
31965	EAGLE TECHNOLOGY Solutio	7/26/2021	\$3,504.99	SR CENTER IT WORK
31966	EGOV STRATEGIES, LLC	7/26/2021	\$1,236.35	EGOV TRANSACTION FEES JUNE 2021
31967	FRY & ASSOCIATES, INC	7/26/2021	\$46,773.40	36 BENCHES FOR DOWNTOWN ABILENE
31968	HOLM AUTOMOTIVE CENTER	7/26/2021	\$830.58	TRUCK #12 SOLENOID
31969	HOLT MOTORS, LLC	7/26/2021	\$1,326.54	SERPENTINE BELT UNIT 12
31970	HYDRO OPTIMIZATION & AUTO	7/26/2021	\$130,799.25	NEW WELL CONTROL REMOTE TELEMETR
31971	IMAGE QUEST	7/26/2021	\$239.10	COPIER USAGE
31972	IPMA-HR, KS	7/26/2021	\$547.00	TESTS
31973	J & K CONTRACTING	7/26/2021	\$5,572.87	8TH STREET - FINAL
31974	JACKSON, JESSIE	7/26/2021	\$69.58	REFUND OVER PAYMENT ON WATER BILL
31975	KANSAS ONE-CALL SYSTEM, IN	7/26/2021	\$162.00	JUNE LOCATES
31976	KANSAS!	7/26/2021	\$20.00	YEARLY SUBSCRIPTION
31977	KDHE	7/26/2021	\$1,274.00	WTP WATER SAMPLES
31978	LEAGUE KS MUNICIPALITIES	7/26/2021	\$225.00	LEAGUE CONF - R. MARSH
31979	LINDER ELECTRIC	7/26/2021	\$1,458.71	UPGRADED ELECTRICAL ON EAST END OF
31980	LUMBER HOUSE TRUE VALUE	7/26/2021	\$346.32	METER LID REPAIR
31981	MIDWEST CONCRETE MATERIA	7/26/2021	\$1,128.75	FLOWABEL FILLE @ AHS FOOTBALL FIELD
31982	MUNICOM, LLC	7/26/2021	\$1,250.00	ANNUAL DISCLOSURE COMPLIANCE CONS
31983	OCCK INC.	7/26/2021	\$9,048.92	JUNE 2021 SERVICE @ RECYCLE CENTER
31984	OVERHEAD DOOR CO	7/26/2021	\$502.96	TRUCK SHED
31985	PACE ANALYTICAL SERVICES	7/26/2021	\$250.60	EFFLUENT SAMPLES
31986	QUADIENT FINANCE USA, INC	7/26/2021	\$310.83	POSTAGE
31987	REYNOLDS, SKYLAR	7/26/2021	\$102.46	TRAINING - MILEAGE REIMB
31988	ROASTER JOES, INC	7/26/2021	\$67.29	COFFEE
31989	SALINA SUPPLY CO	7/26/2021	\$1,258.18	AHS FOOTBALL FIELD METER LOCKS
31990	SAMS CLUB/GECF	7/26/2021	\$272.50	POOL & BD CONCESSION SUPPLIES
31991	SHERWIN WILLIAMS	7/26/2021	\$128.90	WHITE PAINT
31992	SOLID ROCK AUDIO VIDEO	7/26/2021	\$140.00	JULY 2021 PUBLIC MEETINGS TECH SUPP
31993	SOUTHERN UNIFORM & EQUIPM	7/26/2021	\$159.04	PANTS
31994	US POST OFFICE	7/26/2021	\$1,258.00	REGULAR BILLING AUG 2021
31995	VERIZON	7/26/2021	\$1,962.78	CELL PHONE SERVICE
31996	VISA - UMB ADMINISTRATION	7/26/2021	\$8,765.73	TELEPHONE/INTERNET
31997	VISA - UMB AIRPORT	7/26/2021	\$426.57	INTERNET
31998	VISA - UMB CVB	7/26/2021	\$16,284.84	PRINTING & ADVERTISING
31999	VISA - UMB FIRE DEPT	7/26/2021	\$1,516.53	MISC EQUIPMENT
32000	VISA - UMB MUNICIPAL COURT	7/26/2021	\$241.11	POLICE EQUIPMENT
32001	VISA - UMB PARKS	7/26/2021	\$7,920.41	OFFICE EQUIPMENT
32002	VISA - UMB POLICE DEPT	7/26/2021	\$2,295.61	OFFICE SUPPLIES
32003	VISA - UMB PUBLIC WORKS	7/26/2021	\$1,924.85	OFFICE SUPPLIES

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	Name	Check Date	Check Amt	
32004	WAGEWORKS	7/26/2021	\$160.00	JUNE 2021 MONTHLY ADMIN & COMPLIANC
32005	ZEY, MARY	7/26/2021	\$41.53	TOTES FOR SISTER CITY
	Total Checks		\$262,729.84	

FILTER: ((([Act Year]='2021' and [period] in (7))) and (Source in ('072621PAY')))